DOCUMENT RESUME

ED 021 789 24 SP 001 521

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IMPASSE RESOLUTION IN TEACHER NEGOTIATIONS. VOLUME III, COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS. FINAL REPORT.

Chicago Univ., Ill. Industrial Relations Center.

Spons Agency- Office of Education (DHEW), Washington, D.C. Bureau of Research.

Bureau No- BR-5-1052

Pub Date Jan 68

Contract- OEC-4-10-089

Note- 207p.

EDRS Price MF-$1.00 HC-$8.36

Descriptors- *COLLECTIVE NEGOTIATION, *PUBLIC SCHOOL TEACHERS, QUESTIONNAIRES, SANCTIONS, *SCHOOL DISTRICTS, TEACHER ASSOCIATIONS, TEACHER STRIKES

Identifiers- AFT, American Federation of Teachers, National Education Association, NEA

This volume on impasse resolution in school bargaining is the third in a 4-part study of collective action by public school teachers. It represents an intensive study of 8 school districts chosen from a sample of 80 in which true impasses occurred prior to June 1965. The substance of the 8 case studies, based on data collected from questionnaires, interviews, written documents, and press coverage, is presented on a cross-sectional basis. Chapter I consists of introductory background. The individual school districts are analyzed in Chapter II as to the environment for collective bargaining. Chapters III and IV focus on the independent variables of conflict and power, Chapters V and VI on the dependent variables of issue settlement and longrun behavior. From the experience in the 8 districts studied, the final summary chapter draws conclusions as to the present status of collective bargaining and the processes of resolving impasses. (JS)

FINAL REPORT--Project 2444

COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

Vol. III: Impasse Resolution in Teacher Negotiations

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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FINAL REPORT

Project No. 2444
Contract No. OE-4-10-089

COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

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SP001521
ED021789

U. S. DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE

Office of Education
Bureau of Research

Final Report

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Contract No. OE-4-10-089

COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

Volume III

Impasse Resolution in Teacher Negotiations

Charles R. Perry

University of Chicago
Chicago, Illinois

January, 1968

The research reported herein was performed pursuant to a contract with the Office of Education, U. S. Department of Health, Education, and Welfare. Contractors undertaking such projects under Government sponsorship are encouraged to express freely their professional judgment in the conduct of the project. Points of view or opinions stated do not, therefore, necessarily represent official Office of Education position or policy

SP001521

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Office of Education
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PREFACE

This volume on impasse resolution in school bargaining is an integral part of the larger Study on Collective Action by Public School Teachers conducted at the Industrial Relations Center, The University of Chicago. Initially, it was not intended that the Study would encompass a specific, intensive investigation of impasses. However, a preliminary survey of bargaining practices in school districts across the country indicated that even as early as 1964, sufficient experience had accumulated in a representative sample of school districts to make at least an initial investigation of this crucial problem feasible.

The sample size in this impasse study is small, and many of the teacher organization-board of education relationships studied are relatively new; the findings, conclusions, and trend indications discussed can obviously be considered as tentative and suggestive only, not definitive. Nonetheless, these quintessential experiences of impasse occurrence and resolution and their aftermath provide perhaps more insight into the dynamics, long run viability, and ultimate impact on school and community of collective negotiations in education than any other aspect of the phenomenon. Moreover, light is shed on large issues stirred by the impasse problem which are of central interest to all concerned with the future of collective bargaining in public employment. Is the granting of the strike option to public employees an acceptable policy alternative? If not, can meaningful bargaining or negotiating take place and significant conflict be resolved without the strike or the threat of a strike? Whether legal or illegal, will public employees in fact eschew the strike in favor of other possible alternatives to impasse resolution?

This investigation of impasses was the responsibility of Charles R. Perry, who served as Associate Director of the larger Study on Collective Action and is presently on the faculty of the University of Pennsylvania.

Wesley A. Wildman

I. INTRODUCTION

The emergence of collective bargaining relationships in public education cannot be regarded as revolutionary. From an industrial relations viewpoint, it represents the transfer of a well established decision-making device to a new environment. This new environment is defined by the fact that teachers are both public and professional employees.

Although these relationships are not, in themselves, new, the change in environment does raise a number of theoretical and practical questions which are of interest to students of industrial relations as well as to educators. These questions center on the extent to which the established process and new environment are compatible. Some of the more basic of these questions are particularly deserving of investigation:

1) Public school teachers, as professionals, should be highly individualistic. If this is the case, can they develop the kind of consensus on specific issues which is required by collective bargaining?
2) Public school management is not subject to the same market constraints as management in the private sector. In the absence of competition and a profit motive, school management should be service-oriented and share the goals of teachers as client-centered professionals. If this is the case, does management have sufficiently strong adversary incentives to support full-scale collective bargaining?
3) Public school teachers, as public employees, are denied the right to strike. The strike and the economic power which it gives to employees have, however, traditionally served as the basis for meaningful employee participation in decision-making through collective bargaining and as the basis for the ultimate resolution of negotiating impasses. If current no-strike poli-

cies are maintained, can meaningful bargaining take place in education and will teachers and boards of education be able to identify and utilize alternatives to the strike as the basis for the resolution of negotiation impasses?

This final question is the broad focus of this part of our study. Specifically we will explore 1) the nature of conflict and the adversary incentives of the parties giving rise to impasses in a group of negotiating relationships in education, 2) the process of impasse resolution and the ways in which teacher groups and boards of education exercised power in that process, and, 3) the effects of the impasse experience on the subsequent negotiating activities of the parties.

The vehicle for this investigation will be an intensive analysis of the experience of a limited number of school districts in which an impasse is known to have occurred prior to the end of the 1964-1965 school year.

Background of the Problem

Private Sector Experience

The problems associated with the conduct of collective bargaining and the resolution of negotiation impasses in the absence of the strike weapon are not unfamiliar to students of private sector labor relations. They have received considerable attention in the context of attempts at strike control in essential industries. More recently, they have been studied in the context of private voluntary efforts to avoid impasses and strikes in individual relationships.

The right of employees to strike has been limited in a number of private industries where the social costs of a work stoppage are judged to be excessive. Where such strike controls have been imposed, either by formal legislation or *ad hoc* government intervention under political pressure, attempts have been made to provide substitutes for the strike which have included both alternatives to the strike as a mechanism for the exercise of economic power and alternatives to economic power as the basis for dispute settlement.[1]

State seizure, statutory strikes and partial operation have all been suggested and tried as substitutes for the strike in a test of economic power. Legal and practical problems, however, have significantly limited the use of these devices as part of strike control programs.

The primary approach to impasse resolution under strike control policies has been the substitution of formal impasse resolution procedures for the strike. Mediation, fact-finding and advisory and binding arbitration have all been used in conjunction with limitations of the right to strike. These approaches have substituted a 'rule of reason' supported by government power or public opinion for the rule of economic power inherent in recourse to the strike as the basis for dispute settlement.

Experience with these alternatives to the strike, and particularly with formal impasse resolution procedures,[2] has indicated two things. First, the assured or promised availability of some substitute for the strike tends to inhibit the willingness of the parties to compromise prior to acknowledgment of an impasse. Second, the substitution for the strike and for pure economic power as the basis for dispute settlement has not been complete.

The existence and assured availability of a strike substitute which promises to mitigate or eliminate the economic costs associated with a failure to reach agreement reduces the incentives for the parties to compromise and seek accommodation.When the parties are relieved of the burden of the consequences of their decisions, they tend to defer or abandon decision-making and collective bargaining ceases to operate as a device for private bi-lateral decision-making. The result is settlement avoidance and the appearance of a type of crisis bargaining in which the parties prepare for an impasse rather than seek accommodation. The primary characteristics of this approach are 1) early commitment to extreme positions, 2) refusal to compromise on even minor issues, and 3) public debate rather than private negotiations.

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[1] For a description of these attempts to substitute for the strike see: Herbert R. Northrup and Gordon F. Bloom, Government and Labor (Homewood, Illinois: Richard D. Irwin, 1963), Part III, "Intervention in Labor Disputes."

[2] A good summary of the experience with these procedures can be found in: Herbert R. Northrup, Compulsory Arbitration and Government Intervention in Labor Disputes (Washington, D. C.: Labor Policy Association, 1966).

Strike substitutes have also been forced to rely on or reflect the underlying balance of economic power for success in the control of strikes. Unions in the private sector have not voluntarily renounced their right to strike except in wartime and have struck in support of their demands despite legal barriers to such action. Sanctions against illegal strikes have not been effective largely because of the practical and political problems associated with their use. Where strike substitutes have not been able to reflect the economic power of unions, their use has served only to defer reliance on the strike as the arbiter of conflict. Where strike substitutes have reflected the economic power of unions, they have served only to make a strike unnecessary rather than to provide an alternative to economic power as the basis for dispute settlement.

Mediation, fact-finding and arbitration have also been used on an ad hoc basis to avoid recourse to the strike once an impasse has occurred. This approach does not produce the same interference with the bargaining process prior to the impasse as do formal impasse resolution procedures. It does, however, involve the same type of reliance on economic power as has characterized formal procedures. The willingness of the parties to accept such procedures on an ad hoc basis can be traced to a balance of economic power and strike costs. It is the absence of an economic power advantage rather than the absence of economic power which accounts for both the use and success of these ad hoc procedures. Thus, they must be regarded more as supplements to the strike weapon than as substitutes for it.

In recent years, the parties to some collective bargaining relationships have voluntarily undertaken "new approaches" to collective bargaining which shun or minimize use of the strike. The primary form for such approaches is standing union-management committees which may include neutral parties. The basic function of such committees is to remove complex technical issues from the purely adversary environment of bargaining under a strike deadline and to provide the information and alternatives necessary for a more rational approach to such issues. Thus, the purpose of "new approaches" is impasse avoidance rather than impasse resolution. The incentive for impasse avoidance rests on the absolute level of the economic costs for both sides associated with use of the strike weapon. The level of these costs supports the success as well as the use of these devices, as the strike continues to exist as an impasse resolution mechanism.

The experience in the private sector indicates that adequate substitutes for the strike and economic power as the basis for bargaining and impasse resolution have not been found. To date, all that has appeared is a series of devices which serve to avoid or defer strikes rather than substitute for them in the resolution of conflict. Important questions are thus raised, by analogy, regarding both the desirability and viability of the current ban on strikes by public employees, including school teachers. Are there unique public or professional dimensions to the impasse resolution problem in public education, which dictate that a strike ban is necessary and/or practical?

Experience in Local Government

Employee organizations at the state and local government levels have, until very recently, enjoyed little or no public policy support in attempts to establish collective bargaining relationships. Prior to 1965, only Wisconsin had adopted legislation which formally sanctioned the right of public employees within its jurisdiction to bargain collectively. Four other states--Michigan, Minnesota, North Dakota and Pennsylvania--had adopted formal impasse resolution procedures in conjunction with no-strike laws, thereby giving some implicit support to collective bargaining among public employees. In the remaining states, public policy consisted only of explicit or implicit no-strike policies.

In the absence of public policy support for collective bargaining, organizations of state and local government employees were forced to bargain for recognition. In this process, the strike weapon played a crucial role. The illegality of such action did not deter the organizations and may have benefited them by adding the power of civil disobedience to the economic power inherent in the strike.

This reliance on the strike weapon has been carried over into negotiations subsequent to recognition. Private sector based unions which represent public employees in state and local government units have continued to assert and exercise the right to strike. Other unions which are composed primarily or exclusively of public employees, such as the American Federation of State, County and Municipal Employees, have taken only a slightly different position which has been stated as follows:

> We have never accepted the fact or the law itself as denying us a right which we insist is fundamentally ours. The only ones who are going to give up that right (to strike) are the city workers themselves, but only in exchange for a compensatory procedure that we can rely upon. We simply will not recognize that a state can take from us, or refuse to grant to us, a right which we believe is essentially ours.[3]

Two types of such compensatory procedures have appeared. The first is procedures adopted in conjunction with legislation guaranteeing the right of public employees to bargain collectively. In recent years, Delaware, Masschusetts, Michigan, Minnesota, New York and Rhode Island have joined Wisconsin in adopting such legislation. The second is procedures adopted as part of the formal policies of local government units in the context of voluntary acceptance of collective bargaining. Such procedures exist in Cincinnati, New York City and in a number of other units in which the AFSCME represents employees.

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[3] Al Bilek, President, Cincinnati AFL-CIO, "Problems and Prospects for Organizing and Representing Public Employees," Address to the Conference on Public Employment and Collective Bargaining, University of Chicago, February 5, 1965, 13.

These procedures generally involve either mediation or fact-finding which can result in the issuance of public recommendations for settlement of the dispute. The basic assumption underlying these is that public opinion will support the recommendations of the third party and lead to a solution of the dispute because political rather than economic forces are the determinants of decisions in local government.[4] The ultimate basis of these procedures is, therefore, the long run political and economic sanctions over the parties which are held by the community in its role as stockholder of the enterprise.

To date, little research has been done on the use of these procedures and the validity of the assumption which underlies them. Stern's work in investigating the early experience with the fact-finding procedure embodied in the Wisconsin Municipal Employee Relations Act represents the best and most comprehensive study in this area currently available.[5] His work indicates that, in the short run, public recommendations can provide an adequate basis for the accomodation of conflict.

This finding is significant because it implies that political power may provide a viable basis for collective bargaining and impasse resolution in the public sector, at least at the local level. This is in sharp contrast with private sector experience with similar approaches to impasse resolution. If these procedures do not generate, over time, the same type of interference with the normal bargaining process as has been found in the private sector, an alternative to economic power and to the strike may exist which reflects the public dimension of the employment relationship.

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[4] Arvid Anderson, "Municipal Labor Relations in Wisconsin: A New Program," in Kenneth O. Warner (ed.), Management Relations with Organized Public Employees (Chicago: Public Personnel Association, 1963), 135.

[5] James Stern, "The Wisconsin Experience with Fact-finding for Public Employees," Industrial and Labor Relations Review, 20, 1 (October, 1966).

Experience in the Federal Government

President Kennedy's Executive Order 10988 which extended limited collective bargaining rights to federal employees did not contain provision for the resolution of impasses and did not alter the criminal sanctions against strikes by federal government employees. Thus, employee organizations have been forced to rely on management's voluntary commitment to collective bargaining and on its susceptibility to rational persuasion as the basis for their participation in decision-making.

A review of early experience under the Order indicates that this commitment and susceptibility has been limited.[6] Experience has convinced employee organizations that one major weakness in the Order is its failure to provide a mechanism other than a final decision by management for the resolution of disputes. The organizations have not, however, begun to advocate the right to strike as a means to fill this vacuum. Instead, they have made two types of suggestions for changes in the Executive Order which are designed to provide them with a power base in negotiations.[7] First, they have asked for addition of a requirement that management "bargain in good faith" and for the establishment of a "Little NLRB" to enforce this requirement. Second, they have also suggested the institution of compulsory, binding arbitration.

Neither of these suggestions has yet been accepted. The organizations have, therefore, turned their attention to the establishment of formal impasse resolution procedures at the agency level. To date, the procedures which have been adopted are of two general types:

1) referral of disputes to higher levels of agency management for further negotiation or for a final decision;

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[6] Wilson Hart, "The Impasse in Labor Relations in the Federal Civil Service," Industrial and Labor Relations Review, 19, 2 (January, 1966).

[7] American Bar Association, "Report of the Committee on Law of Government Employee Relations," Section of Labor Relations Law (Chicago: A. B. A., 1965), 330-333.

2) mediation or fact-finding by outside government officials.

While no data exists on the use or effectiveness of these procedures, they do not appear to alter the reliance of employee organizations on rational persuasion as the basis for participation in decision-making.

The Situation in Public Education

The rapid emergence in school districts across the country of an ever increasing number of formal negotiation relationships has required that teachers identify a power base for their role in negotiations and a mechanism for the exercise of such power at the impasse stage. Their efforts in this regard can be grouped in three categories:

1) organizational policies;
2) public policies;
3) local practice.

Organizational Policies

The AFT and the NEA have traditionally taken quite different policy positions regarding the resolution of negotiation impasses. The AFT has adopted policies which parallel quite closely those of its sister unions in the AFL-CIO. The NEA has adopted policies which are more similar to those of employee organizations at the federal level.

The AFT has placed its primary policy emphasis on the strike weapon. In 1963, it formally abandoned a long-standing no-strike policy and accepted the strike as its ultimate weapon through the following resolution:

> THEREFORE BE IT RESOLVED: That the AFT recognize the right of locals to strike under certain circumstances; and BE IT FURTHER RESOLVED: That the AFT urge the AFL-CIO and affiliated international unions to support such strikes when they occur.[8]

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[8] American Federation of Teachers, Convention Proceedings (Chicago: AFT, 1963), 177.

Secondary emphasis has been placed on a series of "lesser techniques" which are intended to be used as preludes to strike action. They represent protest devices designed to generate community involvement and to focus political pressure on a board of education. Among these devices are included:[9]

1) motorcades
2) mass picketing
3) public petition campaigns
4) mass meetings
5) honor picketing (before and after school)
6) withholding individual contracts
7) mass sick leaves
8) refusal to conduct extracurricular activities.

Virtually no policy attention has been given by the AFT to formal impasse resolution procedures, because such procedures, in theory, serve as complete substitutes for the strike. Acceptance of procedures is equivalent to relinquishing the right to strike. The AFT has not been willing to take this step, in part as a result of its early experience in attempting to achieve recognition without recourse to the strike.

The NEA has, until very recently, clearly and consistently rejected the strike weapon. It has, however, developed a substitute for the strike in "Professional Sanctions" which are designed to interfere with the ability of a school district to recruit and retain teachers.[10]

In addition, the NEA has identified two "lesser techniques" for use in conjunction with negotiations. Specifically, it has recognized that, "Contracts may be withheld during negotiations of salaries and other conditions of employment," and that, "Teachers may fulfill their contracts for instructional activities but refrain from all extracurricular activities."[11]

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[9] David Selden, Winning Collective Bargaining (Chicago: AFT, 1963), 16-17.

[10] For a list of the various types of Professional Sanctions see: National Education Association, Guidelines for Professional Sanctions (Washington, D. C.: 1963), 16.

[11] *Ibid.*, 11.

Unlike the AFT, the NEA has placed its primary policy emphasis on formal impasse resolution procedures rather than on economic power or political protest as the basis for dispute settlement. In 1962, the NEA adopted the following resolution which remains part of the NEA's policies on negotiations and impasse resolution:

> The Association believes that procedures should be established which provide for professional education associations and boards of education to reach mutually satisfactory agreements. These procedures should include provisions for appeal through designated educational channels when agreement cannot be reached.[12]

This reliance on procedures can be attributed in part to the absence of a history of overt conflict between boards of education and local education associations over recognition.

Public Policies

Prior to the end of the 1964-1965 school year, only six states had provided formal impasse resolution procedures which were clearly available to local teacher organizations. In three states--Oregon, Washington and Wisconsin--these procedures were part of legislation which established a system of bargaining rights for teachers. In the other three states--Michigan, Minnesota and Pennsylvania--the procedures existed as part of no-strike legislation. In the remaining states, public policy was limited to implicit or explicit no-strike policies.

Local Practices

Usually as a substitute for state legislation, teacher organizations sought the adoption of formal policies on collective bargaining in local school districts. By the end of the 1964-1965 school year, they had been successful in over 400 local school districts. The Survey of Collective Action Among Public School Teachers (discussed in a previous volume of this report) contained a request for the submission of all formal local district policies in negotiations. Of the 4, 308 respondents, 418 submitted policies. Inasmuch as affiliates of the NEA were active in 398 of these 418 districts, these policies represented the implementation, in 1964-1965, of the NEA's basic policy statements regarding negotiation and impasse resolution procedures.

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[12] National Education Association, Addresses and Proceedings (Washington, D. C.: NEA, 1962), 397.

These policies indicated the existence of two types of channels of appeal in cases of disagreement. The first was a private appeal within the profession. Such an appeal took three forms:

1) appeal to the full board of education of decisions made by the administration or a subcommittee of the board;
2) use of consultants from higher levels in the teacher organization;
3) use of a third party with a clear identification with public education as a mediator or fact-finder.

The Survey of Collective Action Among Public School Teachers also provided data on the incidence of impasses prior to the end of the 1964-1965 school year. Of the 1,688 districts which indicated the existence of a formal negotiation relationship, 142 also indicated that an impasse had occurred in that relationship. An impasse was defined by an affirmative answer to the following question:

> Has persistent disagreement between the teacher organization and the board or administration on any issue ever made it necessary to use an impasse resolution procedure different from the normal or routine negotiation process?

Each of these districts was sent a second questionnaire.[13] The purpose of this questionnaire was to secure basic information on the issues in dispute and on the means used to resolve the dispute. In addition, a second questionnaire was also sent to 55 districts which had submitted policies on negotiations which contained provision for the use of a neutral third party in cases of impasse.[14] The purpose of this questionnaire was to secure basic information on the origin of the impasse resolution procedures and their history subsequent to adoption.

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[13] A copy of this questionnaire is included as Appendix A.

[14] A copy of this questionnaire is included as Appendix B.

A total of 112 of the 142 districts responded to the second questionnaire. The basic criterion used in evaluating these responses was whether the resolution of the impasse required some action other than sustained negotiation. The application of this criterion to the 112 responses led to the identification of 78 districts which appeared to have experienced a true impasse of the type which could have led to a strike in the private sector.

A total of 46 of the 55 districts responded to the second questionnaire. In none of these cases did the respondent indicate that an impasse had led to the proposal or adoption of the local impasse resolution procedure. Most indicated that the procedure was adopted in response to pressure from the NEA or the State Education Association rather than in response to local experience. In light of their origins, it is not surprising that only two of the procedures had been used by June 1965. It is, however, interesting that use of the procedures had been threatened in six other districts.

The data from the surveys probably provide a reasonably accurate index of the practical magnitude of the impasse resolution problem in local school districts prior to the 1965-1966 school year. At the time the surveys were made, local teacher organizations were still engrossed in the process of converting informal relationships into formal ones. The internal organizational changes associated with this process coupled with the professional reluctance to strike probably weakened the potential for militancy in many organizations. In the absence of a readily available substitute for the strike and the organizational solidarity which underlies strike action, conflict could not be pursued to the impasse stage.

These circumstances have changed. Local teacher organizations are becoming more militant, particularly in the face of the success of the early militant organizations such as the United Federation of Teachers (Local 2, AFT) in New York City. Public policy is also changing as more states act to extend collective bargaining rights to public employees. As a result of these changes, it is clear that both impasses and the necessity for policy decisions at all levels regarding impasse resolution will arise with increasing frequency.

Hopefully an analysis of early experience will aid in resolution of problems which lie ahead.

Salary issues were the primary or only basis of impasse in 62 of the districts reporting serious disputes. In eight other districts, recognition of the teacher organization was the basis of the dispute. The remaining ten cases involved a wide range of issues.

Since salaries were the single most actively negotiated issue in local school districts prior to June 1965, they were inevitably involved in most impasses. Salaries have always been a prime concern of teachers, and teacher organizations have traditionally been concerned on some basis with the development of salary schedules. Moreover, where formal negotiation relationships have been established, teacher organizations have generally proceeded with some timidity on issues other than salaries partly as a result of the need to establish negotiability rather than strive for substantive gains in the absence of legislative support for collective bargaining.

The impasse resolution mechanisms used to resolve the 80 impasses disclosed by the survey were of three types. The first was unilateral action by teachers; included in this category were the ultimate weapons and lesser techniques of the NEA and the AFT. The second was impasse resolution procedures which involved neutral third parties. Included in this category were the formal procedures contained in state law and local district policy, and ad hoc procedures such as: 1) intervention by public officials from outside the system; 2) recourse to the courts; 3) appointment of a citizens' committee; and 4) studies by a committee of educators under the auspices of the NEA. The third mechanism employed was referral of the dispute to higher levels on either side of the relationship on a private basis.

The distribution of these 80 cases among the various types of impasse resolution mechanisms is given in Table I-1. The basis for this classification was the primary approach to dispute settlement used by teachers. In some cases,

TABLE I-1

IMPASSE RESOLUTION MECHANISMS

Type	Number of Cases	
Unilateral Action		27
Ultimate Weapons	10	
Lesser Techniques	17	
Procedures		37
Formal	15	
Ad Hoc	22	
Referral		16
To Board	8	
To Consultant	8	

more than one approach was used and, in these cases, the final mechanism employed was taken as the primary one.

This pattern is undoubtedly in part a reflection of three factors: 1) the relative scarcity of formal procedures in state law; 2) the policies of the organizations; and 3) the stage of development of collective bargaining. The first factor accounts for the low rate of use of formal procedures. The second factor accounts for the high rate of use of lesser techniques and ad hoc procedures. The final factor accounts for the use of ad hoc procedures and referral devices which represent pre-collective bargaining decision-making aids.

Research Framework

The agreement process, in which impasse resolution is the final step, can be chronicled as follows:

1) appearance of conflict or acknowledgment of an impasse;
2) threat or exercise of power by both sides;
3) compromise and eventual accommodation;
4) reinforcement or modification of bargaining behavior on the basis of experience.

Conflict is the raison d'etre for the process; power is its motive force. Conflict and power, then, constitute the independent variables in a study of impasse resolution. Issue settlement is the primary short run result of the process; future behavior is a major long run result of the process. Issue settlement and behavior, then, constitute the major dependent variables in a study of impasse resolution.

This framework suggests four very broad questions:

1) What is the nature of the conflict underlying impasses in public education?
2) How effective have teachers been in exercising their power against boards of education?
3) How have impasse issues been settled through various approaches to impasse resolution and what are the attitudes

of the disputants toward these settlements and the mechanisms which produced them?

4) What changes have occurred in the relationship between the parties since resolution of an initial impasse and how are these changes related, if at all, to the impasse resolution mechanism which was used?

Conflict

The nature of conflict underlying a negotiation impasse can be defined in terms of the nature and strength of the adversary incentives of the parties.

A board of education does not have a profit motive in the traditional sense. Its survival depends on its ability to serve the educational needs of the community as those needs are defined by the community in its role as stockholder of the system. The bargaining positions of a board of education, therefore, reflect to some extent the aspirations of the community regarding its public school system and particularly the aspirations of those segments of the community with the greatest degree of short run control over the election or appointment of board members.

A teacher organization is also a democratic institution. Its survival depends on its ability to retain and recruit members. Its bargaining positions reflect the aspirations of teachers and particularly the aspirations of those teachers who are active members of the organization.

In this framework, at least three types of conflict may arise between a board of education and a teacher organization:

1) empirical - conflict over the optimal means for achieving agreed upon goals;
2) economic - conflict over the short run disposition of resources within the system;
3) control - conflict over the distribution of the power to set the long run goals of the system.

Empirical conflict represents conflict over means rather than ends. It implies congruence between the short run goals of the community and the teaching staff. It also implies disagreement over facts such as the current position of the district in relation to its goals, the resources available for achievement of goals, or the consequences associated with a course of action.

Economic conflict represents conflict over the allocation of resources. It implies a lack of congruence between the short run goals of the community and the teaching staff. The community, as stockholders of the system, can be expected to seek an increase in the return on its investment in public education. This implies an interest in cost minimization and efficiency in the use of resources within the system. Teachers, however, can be expected to seek greater rewards for their services and more favorable conditions under which to perform them. This implies an interest in increasing the amount of resources available to the system and in using teacher-defined standards of "equity" in making the allocation of those resources.

Control conflict is conflict over appropriate authority relationships among teachers, administrators, and the board in a school system. In the broadest sense it may represent conflict between lay and professional control of public education. As stockholders of the system, the community can be expected to demand the right to control certain basic policy decisions. A board of education, as representative of the community, may, therefore, be unwilling to share decision-making power with a local teacher organization which is not directly responsible to the community. At the same time, teachers are professionals and as such, in theory, control expertise. Teachers may, therefore, view collective bargaining as a means to restructure the goals of the system in accordance with professional values and requirements.

These three types of conflict, while theoretically distinct, may be closely related in practice. Decisions as to the means to be used to achieve agreed upon goals can have strong implications for support levels and/or internal resource allocation. Decisions as to short run resource needs and uses can have equally strong implications for the long run goals of the system given scarce resources and a relatively fixed technology. Finally, decisions as to the long run goals of the system will clearly influence both short run goals and the means to be used to achieve them.

Power

Power exists in the ability of one party to create costs for the other when and if agreement cannot be reached. It is the nature of these costs which defines the nature of power.

The review of the background of the impasse resolution problem in public education indicated the existence of three types of approaches to impasse resolution:

1) rational - based on private persuasion;
2) political - based on public persuasion;
3) economic - based on a withholding of services.

A rational approach to impasse resolution is a bilateral process. It involves only the board of education and the leadership of the teacher organization directly in the settlement of a dispute. The parties will accept an essentially rational approach to resolution of issues if both fear there will be significant costs, in terms of quality education, associated with the resort by either of them to political and, ultimately, economic power. Both principal parties must be willing and able to lead their constituents to accept the results of such an approach to issues. The basis for such leadership will be persuasion of constituents that reliance by either party on political and economic power (as an alternative to an approach based on reason) will result in harm to the school system.

A political approach to impasse resolution is a trilateral process. It involves the community (as stockholder of the system) in the dispute in the role of arbitrator. The essence of this approach is a rational appeal by the teacher organization and the board of education to the community or some representative of it in an effort to induce the community to make a decision on the issues in dispute. Once such a decision is reached, it is conveyed to the principal parties through the political link between the community and the board of education. Thus, in the final analysis, this approach is largely rational as viewed from the standpoint of the community and heavily political as viewed from the standpoint of the principal parties. Its effectiveness depends on the sensitivity of the community to rational persuasion and the sensitivity of the principal parties to political pressure from the community as supported by the threat of long run withdrawal of support.

An economic approach to impasse resolution can be viewed as a quadrilateral process. It serves to involve both teachers and the community, as distinct from their representatives, in the settlement of the dispute. The essence of this approach is the exercise of economic power by teachers against the community (as the consumers of public education) and by the community against teachers (as employees). The function of this test of economic power is to induce one or both of these constituent groups to change their expectations regarding the outcome of negotiations and to force communication of such change to their representatives through existing political channels. Thus, this approach is essentially economic as viewed by the teachers and the community and essentially political as viewed by their representatives. Its effectiveness depends on the sensitivity of the community to a loss of public educational services, the sensitivity of teachers to short run loss of income and the sensitivity of their representatives to the consequent political forces.

Although these three approaches to impasse resolution are theoretically distinct, they may, in practice, complement or supplement one another. The exercise of rational persuasion directly against an opponent carries with it a threat to exercise the same power against his constituents if he will not assume that burden. The exercise of rational persuasion against teachers or the community carries with it an implicit threat to withhold resources in either the short run or long run. Finally, economic power may be used to induce acceptance of either a rational or political approach to impasse issues.

Compromise and Accommodation

The formal positions of the parties to a collective bargaining relationship establish, in practice, limits on the agreement options open to the parties. Given the definition of collective bargaining as a compromise-oriented process of power accommodation, the settlement of issues can be measured in terms of the location of the final settlement within these limits. This approach should provide maximum insight into the extent to which power was exercised effectively by either, or both, parties and the extent to which resources were allocated differently than they would have been in the absence of the exercise of power.

The opening positions of the parties establish the framework for the agreement process in the broadest sense. Because both a board of education and a local teacher organization are democratic institutions, these positions will reflect, at least in part, the aspirations of their constituents.

The willingness and ability of the parties to narrow or resolve differences between their positions without recourse to an impasse resolution mechanism is determined by two factors:

1) the strength of their adversary incentive;
2) the perceived strength of the power to be exercised against them in case of an impasse.

The strength of a party's adversary incentive is determined by the magnitude of the political costs associated with compromise. These costs are, in turn, determined by the expectations of constituents regarding the outcome of negotiations. The perceived strength of the power to be exercised against a party in case of an impasse defines the anticipated costs of continued disagreement. These costs serve as a direct offset to the political costs of compromise.

The positions of the parties at the impasse stage establish the framework for the impasse resolution process. Of particular interest in this respect are the true "reservation points" or minimum acceptable terms of agreement of the two parties. These reservation points may or may not coincide with formal positions when an impasse is declared, and are set where the political costs of further compromise become prohibitive.

The extent to which each party compromises in the process of using an impasse resolution mechanism will be determined by two factors:

1) the extent to which the mechanism provides a basis for inducing constituents to change their aspirations, and/or,
2) the extent to which the mechanism imposes costs on constituents

which force them to change their perception of their own power to achieve their aspirations.

These two factors will determine the extent to which the parties can compromise and change their effective reservation points. Such change requires a basis for inhibiting the willingness and ability of constituents to exercise their long run political sanctions vis-a-vis their agents.

A secondary output of the impasse resolution process is the formation, reinforcement or modification of attitudes. These attitudes, and particularly those regarding the process by which an impasse was resolved, may provide a basis for predicting the future bargaining behavior of the parties. This will be the case where attitudes influence the parties' perceptions of the costs or risks associated with a failure to reach agreement prior to an impasse.

The attitudes of the parties toward an impasse resolution mechanism will reflect the nature of the settlement generated by it and the extent of the pressure exerted on the parties to change their reservation point. Favorable attitudes can be expected where a party was not forced to change its reservation point and where the mechanism provided a basis for justifying this reservation point to constituents. Unfavorable attitudes can be expected where a party was forced to capitulate and where the mechanism did not provide a basis for justifying such capitulation to constituents. Neutral or ambivalent attitudes can be expected where a party was required to compromise and where this compromise was only partially matched by a long run change in the aspirations of constituents.

Long Run Behavior

Experience in the private sector has shown that the way in which impasses are resolved can have a marked effect on the future course of the relationship between the parties. This was particularly true when the relationships were in their formative stages. In these cases, both the occurrence of an impasse and experience with the exercise of power accelerated the natural learning process.

Two general types of long run changes in bargaining behavior can be identified. The first is change in the bargaining strategies of the parties which is designed to alter the conflict dimension of the relationship. The second is change in the means used to resolve impasses in an attempt to alter the power dimension in bargaining.

In general, one would expect the parties to a bargaining relationship to change their approach to negotiations over time simply as a result of increased experience with collective bargaining as a decision-making device. Such change should result in more effective control of conflict and avoidance of impasses. This type of change is accelerated where both parties hold unfavorable attitudes toward the results of their initial experience with impasse resolution, and retarded where one or both parties hold highly favorable attitudes toward the results of an initial use of an impasse resolution mechanism.

The specific types of changes which can be expected to be associated with a desire to avoid impasses, rather than insure a crisis and impasse, include the following:

1) use of smaller negotiating committees which reduce the potential for debate and personality clashes and increase the potential for off-the-record exchange;
2) avoidance of public involvement in negotiations and reduced disclosure of negotiation developments to constituents;
3) use of subcommittees and/or expert technical advisors;
4) less emphasis on formal demands and issues in favor of discussion of problem areas;
5) avoidance of commitments to specific positions;
6) allocation of more time to negotiations prior to any deadlines.

These changes serve to increase the potential for a rational approach to issues by preventing the formation or articulation of strong and specific expectations on the part of constituent groups.

It is also possible for the parties to a bargaining relationship to voluntarily alter their approach to impasses over time. In general, one would expect a decreasing reliance on economic power in favor of political and eventually rational approaches to conflict resolution. This type of change, however, requires bilateral agreement. This change process may be facilitated or inhibited by experience with impasse resolution. It is most likely to occur where both parties experienced significant costs under an economic or political approach to impasse resolution and hence hold neutral or unfavorable attitudes toward those approaches. It is least likely to occur where one party holds favorable attitudes toward the results of an economic or political approach to impasse resolution.

Methodology

The drive for collective bargaining rights among public school teachers is yet in its early stages. It is, therefore, somewhat premature to undertake a study of the impasse resolution problem on an aggregative basis. Furthermore, the problem does not lend itself to such an approach since process as well as form and visible output are to be considered.

Eight local school districts which experienced an impasse prior to June 1965 have been studied intensively. Their experience will provide the basis for an attempt to evaluate certain important aspects of the potential for collective bargaining in local school districts.

Selection of the Sample

The eight districts were chosen from the larger group of 80 districts in which true impasses were judged to have occurred prior to June 1965 on the basis of the responses to the questionnaires cited earlier. In this selection, three variables were of particular significance: 1) the size and nature of the community; 2) the impasse resolution mechanism finally utilized in the resolution of the dispute; and 3) the state of public policy regarding the bargaining rights of teachers and the resolution of impasses.

In the use of the demographic variable, primary emphasis was placed on making the sample as representative of local school districts generally as possible given the size of the sample. The basis for this approach was Census data secured from the 1962 County and City Data Book[15] on the following variables:

1) population;
2) percent of employment in manufacturing;
3) percent of employment in white collar occupations;
4) median income;
5) median school years completed.

The districts selected on this basis included: New York City, the largest district in the country, with over 45,000 teachers, five medium-sized districts, with teacher employment ranging from 400 to 800; and two relatively small districts employing less than 250 teachers. Three of the districts were located in essentially rural settings; three were located in industrial communities with population between 25,000 and 100,000; one of the districts was located in a suburban residential community; and one district in a large urban area.

In the application of the variable of the impasse resolution mechanism used, primary emphasis was placed on impasse resolution procedures. This was done on the assumption that such approaches to dispute settlement will become the major alternative to the strike given developments in state legislation. An attempt was made, however, to include cases in which both strikes and sanctions had been used. In the final sample of districts, the following impasse resolution mechanisms were used:

1) strikes (2 cases)
2) sanctions (1 case)
3) lesser techniques (1 case)
4) formal procedures (6 cases)
5) ad hoc procedures (2 cases)

An attempt was also made to select districts in which the public policy environment of collective negotiations were diverse. In two districts, the bargaining rights of teachers rested solely on voluntary recognition by the board as state law was limited to no-strike policies. In three districts, the rights of teachers to bargain rested on voluntary board action but were supported by the availability of an impasse resolution procedure. In one case, this procedure existed as part of state no-strike legislation; in the other two districts, it existed as part of local district policy on collective bargaining. In the remaining three districts, the rights of teachers to bargain collectively were explicitly supported by state law.

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[15] U.S. Bureau of the Census, County and City Data Book: 1962 (Washington, D.C.: U.S. Government Printing Office, 1962).

This diversity within the sample of eight districts provides some basis for asserting that the analysis of these situations should provide insights which will be more broadly applicable to public education. The districts are atypical only in that they had experienced an impasse early in the history of collective bargaining in public education. The same forces which account for this, however, do appear to be at work today in many school districts.

Data Collection

In each of the eight districts, interviews were held with the superintendent, members of the board of education and representatives of the teacher organization which was a party to the impasse. Any written documents arising out of the dispute --particularly any formal recommendations for settlement of the dispute made by a third party--were also reviewed. Where possible, and especially where a third party did not make written recommendations which included a rationale for his decision, an attempt was made to interview the third party. Finally, press coverage of the negotiations and impasse was studied as an index of community reaction to the dispute.

The interviews were not standardized or structured in the formal sense. An interview guide was developed and used to insure a common agenda but no attempt was made to order or limit the responses of the interviewee. Instead, the interviewee was asked to present his account of the dispute and this account was then supplemented by specific questions. In all cases, the interviewees were promised anonymity in order to encourage full and frank discussion and little visible resistance was encountered in the actual interviews. The teacher organization representatives, generally, welcomed study by an outsider as a chance to demonstrate their militancy and recount their achievements. School management did not share this view but did cooperate fully in most cases. In general, school management tended to be more conservative in assessing the importance and impact of an impasse and its resolution.

The types of information sought in these interviews included the following:

1) the nature and history of school-community relations and the factors perceived by the parties to underlie these relations;
2) the history of the teacher organization-school management relationship prior to the impasse;
3) the exact issues in dispute and the basis of each party's stand on those issues;
4) the course of negotiations prior to declaration of the impasse and the true reservation points of the parties;
5) the circumstances and considerations which led to the decision to resort to the impasse resolution mechanism(s) used;
6) the results of the use of the mechanism;
7) the outcome of the dispute with respect to the central issues;
8) the reactions of the disputants to the settlement and the process by which it was achieved;
9) the parties' perceptions of the teachers' and community's reaction to the settlement;
10) the course and results of negotiations subsequent to the initial impasse.

Data Analysis

The data secured through the fieldwork in the eight districts were incorporated in a series of individual study cases. These studies focused on the following items:

1) background of the relationship;
2) the nature of the community, board and teacher organization

at the time of the impasse;

3) the issues in dispute, the mechanisms used to resolve the impasse and the final disposition of issues;
4) the course of the relationship since the impasse.

The framework used in constructing the case studies was basically a chronological one. Careful attention was paid to the differences between the parties in their reports or attitudes.

The substance of these case studies will be presented on a cross-sectional basis rather than as individual cases. In order to preserve anonymity, the districts, with the exception of New York City, will be identified only by number.

The framework for this presentation will be the model of the agreement and impasse resolution processes set forth above. Chapter II will be devoted to an analysis of the individual districts as the environments for collective bargaining. Chapters III and IV will be focused on the independent variables in the processes--conflict and power. Chapters V and VI will be focused on the dependent variables--issue settlement and long run behavior. Chapter VII contains a summary of the study and the conclusions drawn from the experience in the districts studied.

II. THE DISTRICTS

The purpose of this chapter is to present background information on each of the eight districts which comprise the sample. These individual case studies provide the basic raw material for the analysis of conflict and power to be undertaken in subsequent chapters.

Three specific aspects of the framework within which an impasse occurred have been selected as the focus of these case studies. First, the structure, status and political organization of each of the parties will be discussed. Second, attention will be given to the evolution of the collective bargaining relationship in the district and to the public policy constraints under which the parties operated at the time of the impasse. Finally, the major market constraints facing the parties at the time of the impasse will be considered. These constraints are as follows:

1) the product market, as reflected in community attitudes;
2) the labor market, as reflected in teacher turnover.

District 1

District 1 is New York City, the nation's largest public school system. Student enrollment exceeds one million and the system employs over 45,000 teachers.

The Parties

The board of education in New York City is appointed by and is responsible to the mayor. It is fiscally dependent, i.e., derives all of its operating revenues from an appropriation by the city council. The board traditionally submits a budget request in December for the following school year. The city council takes action on this budget request as well as similar requests from other city government agencies by the end of January.

In August 1961, the entire board of education in the City of New York was removed from office as a result of a scandal in the building program. In an effort to restore public confidence in the system, a "blue-ribbon" board composed entirely of distinguished citizens was appointed. It was this "blue-ribbon" board which recognized the United Federation of Teachers in December 1961 and which conducted the negotiations which led to an impasse in Spring 1962. The board's basic philosophy in the conduct of these negotiations was stated by the president of the board as follows:

> The Board of Education is entering into a collective bargaining agreement with the United Federation of Teachers. This relationship between a union of teachers and a school board is a pioneering one. The Board will do all within its power to make this pioneering effort successful.

The United Federation of Teachers (Local 2, AFT) was the exclusive representative of teachers at the time of the impasse. It won this position in an election held in December 1961. At the time of the election the UFT membership included only a small minority of the teaching staff (approximately 6, 000 out of over 40, 000). Its membership strength lay primarily in the high schools and junior high schools. The faculties of these schools provided much of the leadership of the organization and constituted its more militant wing or faction. Elementary teachers in the system tended to be affiliated with organizations other than the union.

The UFT was subject to strong internal and external pressures to make dramatic gains in negotiations. Such gains were the only means to secure and maintain membership, particularly in light of the high expectations held by teachers as a result of promises made during the representation election campaign. The external pressures on the UFT were a result of the fact that New York City was the first of the large urban systems to accept collective bargaining on a formal basis. The entire AFT, therefore, looked to the UFT to provide the negotiation achievements which could be used to facilitate organizing efforts elsewhere. These pressures clearly influenced the UFT's approach to the first set of negotiations as can be inferred from the following statement made by the president of the UFT early in 1962:

> The coming of age of the teaching profession, through collective bargaining, forces us to meet, head on, the critical problem of the respective roles of teachers and civic and parent groups in the system of public education. . . . It is inconceivable that laymen will insist on keeping control of education, any more than they would think of depriving doctors, lawyers, and theologians of the ultimate control of their professions.

Background of the Relationship

Prior to 1962, teacher representation had not been effective. Historically, boards of education had been regarded by teachers as being more sensitive to city pressures for fiscal restraint than to the needs of teachers and the system. Teachers were unable to challenge this sensitivity largely because they were organized in over 100 groups, each of which represented only a small specialized segment of the teaching staff. The competition between these groups and the conflict between their suggestions produced a chaotic situation in which the superintendent emerged as the strongest representative of teacher interests.

The emergence of collective bargaining as a substitute for this system of teacher representation came as the terminal point in a long and complex chain of events. The UFT first made a formal request for a representation election in 1960. Under the threat of a strike, the board agreed to hold such an election during the first three months of the 1960-1961 school year, and the UFT staged a one-day strike to force the issue. In response to the strike, the mayor intervened and appointed a fact-finding committee. This committee endorsed the right of the board to designate an exclusive bargaining representative and urged a representation election. As a result, the board scheduled a referendum on the question of whether or not teachers desired an exclusive representative. This referendum was held in May 1961 and resulted in a three-to-one vote in favor of a single representative.

When the "blue-ribbon" board took office in September, it immediately recognized and accepted the mandate implied by the May referendum. It formally committed itself to the principles of self-determination and collective bargaining for teachers. With the guidance and assistance of the City Department of Labor, an election was scheduled for December 16, 1961. In this election, the UFT received over 20,000 votes out of 33,000 cast. Collective bargaining over a contract for the 1962-1963 school year began almost immediately after these election results were official.

These negotiations took place in a mixed legal and public policy environment. Under state law, teachers were free to join professional or employee organizations. Public employers were not required, however, to bargain with organizations of their employees. In New York City, public policy was far more favorable. In 1958, the mayor issued an Executive Order on City Employee Relations which embraced the concepts and traditions of collective bargaining for city employees. Although the board of education was not directly subject to this Order, the Order did affect the labor relations climate within which the board operated and did give both form and impetus to the board's voluntary acceptance of collective bargaining.

There was no readily available impasse resolution mechanism as a terminal point for the negotiations. State law, in the form of the Condon-Wadlin Act, banned strikes by public employees and provided for penalties against individuals who participated in strikes. It did not, however, provide a formal impasse resolution procedure as a substitute for strike action. The mayor's Executive Order did not provide a basis for filling this void, as it also lacked provisions regarding the resolution of impasses. There was, however, a strong record of ad hoc intervention by the mayor in impasses involving city employees. Such intervention, as a substitute for both the strike and formal impasse resolution procedures, was so frequent and consistent as to be regarded as a ritual, particularly in public transit. The mayor's function in intervention was to commit the city to making available sufficient additional resources to provide the basis for an agreement. The strike threat and the crisis atmosphere it produced served to justify the mayor's action in the face of perpetually increasing deficits.

The Market Constraints

The fact that the board of education is appointed by the mayor and is fiscally dependent implies that the city government and, specifically, the mayor be regarded as the primary stockholder of the public school system. Traditionally, the mayor had been extremely sensitive to organized political pressure. One important source of such pressure was the labor movement. In the school context, two other groups could be said to wield considerable power--civil rights groups and parent organizations. The UFT acknowledged the importance of these organized pressure groups in making the following strategy decision early in the first set of negotiations:

> All public, civic and parent groups be contacted to gain support for our salary demands . . . each organization listed in the December issues of Curriculum and Materials and Strengthening Democracy be contacted to gain their support.

The balance of organized political power prior to 1962 does not appear to have favored public education. The board of education had not been very successful in competition with other local government agencies for city funds. Operating expenditures per pupil in New York City were below the median for New York State. Total expenditures for public education accounted for only about 25 percent of all local government expenditures in New York City as compared with an average of 50 percent in the other seven districts studied.

Much of the burden of limited financial resources had been shifted to teachers who were relatively unorganized. The salary schedule and the average salary paid were below the average for the state and for the surrounding communities. Salary increases in the years immediately preceding 1962-1963 had averaged two to three percent per year.

The system was and had been having difficulty in staffing its schools. Turnover was high, particularly in the "difficult schools." Salary levels were a factor in this, given the cost of living in New York, but working conditions were more important. Large classes of culturally deprived children, lack of free time, commuting and parking problems and expenses and a heavy load of administrative duties drove teachers out of the difficult schools. Such escape could only be achieved by leaving the system, as no provision existed for voluntary intra-system transfers, except in hardship cases. The disproportionate number of openings in difficult schools made it difficult to recruit new teachers, as their initial assignment and, hence, permanent assignment would probably be in these schools. As a result, a large percentage of teachers in the system were not fully certified but were classified as "regular substitutes."

District 2

District 2 is located in a city of approximately 80,000 on the East Coast. It is adjacent to a larger city which is the state capital. The district employs about 700 teachers.

The Parties

The board of education in this district is elected. Terms are staggered so that the composition of the board changes only slowly. The board is fiscally dependent and derives all of its revenues by appropriation from the town council.

The impasse of concern in this study occurred in 1964. Three of the seven positions on the board had been filled by elections in 1963. These elections resulted in the addition of two new members to the board of education and the selection of a new president of the board. These changes served to place control of the board in the hands of a fiscally conservative group which was closely allied with the party in control of the town council. The president of the board of education was also regarded as anti-union.

A local of the AFT held exclusive recognition in the district at the time of the impasse in 1964 and had since the early 1950's. It faced no real competition in its claim to represent the teaching staff. Its membership in 1964 included a clear majority of the teaching staff. Its membership was, however, concentrated among long service teachers and teachers in the secondary schools.

Background of the Relationship

The union secured recognition and its first contract in 1951. The last contract prior to the impasse was negotiated in 1962 and covered the 1962-1963 and 1963-1964 school years. It was at the expiration of this agreement that the impasse occurred.

Although the 1962 contract covered a number of terms of employment, salaries were the primary focus of negotiations. The non-salary provisions of the agreement were not renegotiated on a systematic basis but were revised as the need arose. The 1962 agreement thus duplicated the first agreement in much of its content. Salaries were the only item which was negotiated periodically.

These negotiations were conducted on a purely voluntary basis. The state in which the district was located had no legislation regarding the right of teachers or public employees to engage in collective bargaining. Public policy in this area was limited to implicit no-strike policy. The board's commitment to collective bargaining was, therefore, entirely voluntary and the contract between the board and the union was not enforceable, although apparently lawful.

The Market Constraints

The town council in this community was regarded by teachers as being under the control of a political machine which was interested in keeping tax rates low in order to maintain its position. This interest was a natural reflection of income levels in the community. About half of the population worked in manufacturing and median income was low, particularly for an Eastern industrial community ($5,525 in 1960).

Much of the burden of this fiscal restraint fell on the school system as the single largest claimant on tax revenues. This was possible because community interest and involvement in the public school system was limited. White collar workers accounted for only one-third of the population and the median educational level of the adult population was limited (9.3 years of schooling).

Teacher salaries do not appear to have absorbed a disproportionately large share of the burden of fiscal restraint.

Salaries under the 1962 agreement were about average for the state but significantly below salaries in comparably sized districts in the East. The range of salaries was from $4, 600 (B. A. with no experience) to $7, 200 (M. A. with 12 years of service). Well over half of the teachers held the M. A. degree and most of them were at or near the service maximum. In total, more than half of all teachers in the district were close to the 12 year limit. The average salary in the system was about $6, 000 which was well in excess of the statewide average.

Turnover was not a significant problem in the district. The board was not experiencing unusual problems in recruiting teachers and had little problem in retaining them as indicated by the length of service of teachers in the district. This indicated that the position of the district among other districts in the state with respect to salaries is to be regarded as far more significant than its standing among districts in neighboring states. The teachers acknowledged this indirectly in the form of strong complaints about salary levels in the state as well as in the district.

District 3

This district was located in a community of about 90, 000 in the Midwest. The community was a residential suburb of a large industrial city. The system employed about 750 teachers.

The Parties

The board of education in this district was elected. Turnover of board members was limited so that most of the individual members of the board of education had experience on the board and could expect to continue to serve on the board for some time.

The board of education was fiscally independent. It had its own taxing power within limits set by the community in tax rate elections. In general, the board had not been unwilling to request increases in its taxing power but it was hesitant to do so frequently. Instead, the board sought to pro rate use of any increased taxing power over a three to five year period.

An affiliate of the NEA held formal recognition in the district at the time of the impasse in 1964. The organization claimed a membership approaching 90 percent of the teaching staff. An affiliate of the AFT did, however, exist in the district. Although this local union was small, it did pose something of a threat to the education association. A local of the AFT held exclusive recognition in the adjacent major city and received a great deal of publicity. The possibility of an alliance between this local and the minority local in the district in question for organizing purposes could not be ignored by the education association.

The pressure on the local association from the minority union local was magnified and reinforced by statewide competition between the AFT and the NEA. This competition increased sharply between 1962 and 1965, when the impasse occurred, under the impetus of both national policy developments and the prospect of legislation supporting the rights of all public employees in the state to bargain collectively.

Background of the Relationship

Prior to 1964, the representational activities of the local education association were conducted on an informal non-negotiation basis. The organization did exercise its right to testify before the board of education and its privilege of consulting with the superintendent, but no basis existed for true negotiations. In 1964, the local association sought and achieved the establishment by the board of a formal policy on negotiations. The impasse in this district occurred in the first set of negotiations following adoption of this policy.

The association did encounter some difficulty in achieving this "Professional Negotiation Agreement." The state in which the district was located had adopted explicit no-strike legislation. As part of this legislation an impasse resolution procedure had been established for use by all public employee groups which could prove majority representation status. The public policy of the state did not, however, explicitly support the right of public employees to bargain collectively. In order to induce the board of education to voluntarily commit itself to collective bargaining, the association threatened to notify teacher placement services at the state universities that unprofessional teaching conditions existed in the district. This threat did not have to be carried out.

This policy contained an impasse resolution procedure to be used in preference to the one made available under state law. This procedure involved the establishment of a tripartite mediation board composed of one appointee of each of the disputants and one neutral member to be selected by the appointees of the disputants. Although the board's commitment to this procedure was entirely voluntary and could be changed or abandoned on a unilateral basis, the board did accept use of the procedure when an impasse arose in 1965.

The Market Constraints

The community was a rapidly growing blue collar suburban community. It had more than doubled its size between 1950 and 1960. The enrollment in the school system doubled between 1957 and 1961 and grew by almost 50 percent between 1961 and 1963. Median income in the community was substantial--almost $7,000 in 1960. Median school years completed for the adult population was also high--10.5 years. The income and educational levels of the population in conjunction with the residential character of the community made it one in which concern with public education was significant.

This concern was reflected in the school district budget. Operating expenditures per pupil were well in excess of the average for the state. The public school system accounted for almost two-thirds of all local government expenditures.

Teacher salaries in the district in 1964-1965 were somewhat low, particularly in comparison with the neighboring city. Salaries ranged from $4,000 to $9,200 in twelve steps. Average salaries in the district were also low because few teachers in the district had more than five years experience.

The district did face problems in staffing its schools in the face of rapidly expanding enrollments. Turnover was a definite factor in this problem. The teaching staff was young and inexperienced, due to the rapid expansion in the size of the district. Younger teachers are naturally more mobile than older teachers as a reflection of a lack of community roots and family ties and the fact that they lose little or no salary credit for teaching experience in moving between districts. Of equal importance, however, was the fact that the district was forced to recruit an increasing number of teachers in order to meet the demands on the system, independent of any turnover.

The board of education was aware of this problem but had been unwilling or unable to raise teacher salaries to a level where recruiting would be relatively easy. The expansion in the enrollment put pressure on all parts of the system and particularly on the physical plant. The board was thus required to allocate the community's ability and willingness to support the system between expanded indebtedness for capital outlays and increased tax rates for operating expenditures. Prior to 1965, capital outlays perforce took precedence over operating expenditures and teacher salaries due to a constant shortage of classrooms.

District 4

District 4 was located in a town of about 4,000 in the same Midwestern state as district 3. The school district was a consolidated one which encompassed the rural area around the town. The system employed a total of approximately 250 teachers.

The Parties

The board of education in this district was elected by the adult population of the entire school district. The system was fiscally independent. The members of the board of education were generally conservative as a reflection of the fact that the farm population comprised about half of the electorate. In general, the board members wished to avoid or defer any request to the community for increased taxing or borrowing power.

An affiliate of the NEA held exclusive recognition at the time of the impasse in 1965. There was no competing organization in the district and membership in the local education association approached 100 percent. The vast majority of the teachers in the district held only the B. A. degree as would be expected in a small rural district.

Background of the Relationship

The negotiation relationship in this district dates from 1963. Prior to that year, the representational activities of the association were conducted on an informal basis. In 1963, the association suggested adoption of formal "Professional Discussion Procedures" including an impasse resolution procedure. The superintendent attributed this development to dissatisfaction with the previous year's salary schedule which was developed under the traditional informal non-negotiation system of decision-making.

District 4 shares a common public policy environment with District 3. The board of education was not required to bargain with the association nor to accept an impasse resolution procedure other than that embodied in state law. As was the case in District 3, the board did agree to both these demands on a voluntary basis and did honor its commitment to the use of a local impasse resolution procedure when an impasse arose in 1965.

The board of education in District 4 did express some objections to the impasse resolution procedure suggested by the association and secure some changes in it. In general, the procedure in District 4 paralleled quite closely that in District 3 as a reflection of their common origin in the state Education Association. The District 4 procedure calls for the creation of a five member mediation board composed of two appointees of each of the disputants and a neutral member selected by these appointees. At the board of education's insistence all members of the mediation board must meet the following requirements:

1) all must be taxpayers in the district;
2) none shall be teachers or employees of any school district;. . .
5) none shall be members of any kind of board of education

Negotiations or discussions went smoothly in the first year of operation under the procedure. The impasse in this district arose in the second set of negotiations which took place in the spring of 1965. In these negotiations, the association opened bargaining with a demand that all salary increases be retroactive to the middle of the school year. This demand reflected both the rank and file dissatisfaction with the salary schedule negotiated peacefully in the previous year and the same statewide competitive pressures which operated in District 3.

The Market Constraints

The district was essentially rural in nature. A few small light manufacturing plants did exist in the central town but for the most part the population of the district was engaged either in agriculture or in service enterprises. There was a marked difference between the town and the rural populations of the school district in their attitudes toward educational system. The basis of property assessment for all local tax purposes, including education, was the basis of this difference in outlook. Farm equipment was included in the assessed valuation of property while industrial or commercial equipment was not so included. This forced the farmers in the district to bear what they considered to be an unfair share of the tax burden, particularly in relation to the proportion of the district's enrollment which came from the farms.

The conservatism of this fairly large segment of the electorate was reflected in the fiscal history of the district. Bond and tax issues frequently were voted down on the first attempt. Most such issues did eventually receive the approval of the voters, but only after repeated attempts and intensive and painful campaigning by the school system.

Salaries in the district were low when compared with other districts in the state. In 1964-1965, salaries ranged from $4,700 to $7,000 after 20 years of service. Continuous service increments were given only for the first ten years of service and led to a maximum salary of $6,800 for a teacher with the M.A. degree. Salary increases in the district prior to 1965 had been small and somewhat sporadic. In general, the board had granted increases of about $100 across-the-board whenever it was required to do so by recruiting needs.

The salaries in the district were not, however, low in comparison with districts in the immediate area with the exception of two large urban areas located about 60 miles away. These two districts had no particular appeal for teachers in District 4 due to the sacrifice in working conditions involved in moving to an urban system. As a result, turnover was below the statewide average. Furthermore, the fact that District 4 was located within 40 miles of two major universities gave it access to a large labor pool in the form of students' wives with teaching experience who were putting their husbands through school. Thus, the district faced no significant problems in recruiting replacement teachers for those who left the district.

District 5

District 5 is located in a community of about 45,000 in the state of Connecticut. This community lies at one end of a chain of suburban communities anchored at the other by New York City. Unlike its neighbors to the southwest, however, it is not a residential suburban community but part of an industrial complex. The district employs approximately 450 teachers.

The Parties

The board of education in District 5 is elected and is fiscally dependent. A basic political cleavage exists between the board of education and the town council as a reflection of the fact that they represent different segments of the population.

Individuals in the school system characterize the town council as corrupt and as being in the hands of a well-oiled political machine. While there is some evidence to support these charges, the views of those associated with the public school system have also been conditioned by a history of significant cuts in board of education budget requests by the town council. Such cuts were made in 1961, 1964, and 1965. The industry in the area utilizes a fair amount of scientific and technical labor as well as blue collar labor. It is the professional or technical segment of the community which is most interested in the school system and most active in school board elections and, therefore, most influential in their outcome. The same is not true for city affairs and elections for the town council.

An affiliate of the NEA held formal recognition as representative of teachers at the time of the impasse in 1965. A local of the AFT did exist in the district and did hold a substantial minority of teachers as members. Competition between the two organizations for publicity and membership was intense.

The membership competition between the two organizations was most marked at the secondary level. The union's membership was concentrated among male high school teachers, most of whom held the M. A. degree and had five or more years of credited experience. The leadership of both organizations was drawn from among this group.

Background of the Relationship

The association had enjoyed majority status in the district for at least ten years prior to 1965 and had been active in representing teachers. These representational activities are perhaps best described as quasi-negotiations.

In order to understand this characterization of the relationship between the association and the board, it is necessary to understand the course of the development of public policy toward collective bargaining in school districts in Connecticut. Prior to 1965, no formal legislation existed in this area. This silence, however, was offset by a 1951 State Supreme Court decision and a 1962 policy statement of the state board of education. In Norwalk Teachers Association v. Board of Education[16] the court was asked to rule on the legality of a teacher strike. While it denied the right of public school teachers to strike, it did explicitly recognize the right of school boards to bargain collectively with representatives of their employees. In 1962, the state board of education issued

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[16] Norwalk Teachers Association v. Board of Education, 83 A. (2d) 482 (Connecticut, 1951).

Bulletin 85, "Report of the Committee on Working Relations Between Boards of Education and Teacher Organizations."[17] This document contained detailed recommendations as to recognition, negotiation and impasse resolution procedures. It had no legal force but it was approved by the Connecticut State Board of Education and the executive boards of the Connecticut Association of Boards of Education, Connecticut Association of Public School Superintendents, and the Connecticut Education Association and, therefore, had considerable moral force in the state.

Large numbers of local boards of education simply adopted Bulletin 85 as their own formal policy on negotiations with teacher organizations. The board of education in District 5 was among these boards and it was under this policy that the association was recognized as the representative of teachers. The impasse resolution procedure provided under Bulletin 85 called for referral of disputes to the secretary of the state board of education for mediation and, if necessary, public recommendations for settlement of the dispute.

The Market Constraints

The relationship between the board of education and town council in District 5 has not been good. The town council has been highly sensitive to taxpayer demands for fiscal restraint and has been willing to shift the burden of such restraint to the school system through a series of cuts in the board's budget request.

In 1964, the town council made a particularly significant cut in the board's budget request. This cut involved $500, 000 out of a total budget request of $4, 000, 000. It was occasioned by a complete reassessment of property values as required by law every ten years. The increase in property assessments resulting from the re-evaluation produced a strong community pressure to reduce government expenditures. The basis of this reaction was a fear that tax bills would increase in proportion to the increase in assessed value. Under normal circumstances, the town council would have reduced tax rates in the face of the increased tax base, although not in exact proportion, due to increased total revenue needs. Community pressure, however, forced a more than proportionate reduction in tax rates and the town council shifted a major portion of the reduction in total revenues to the school system which was the largest single claimant on local tax revenues. The cut in the board's budget request was a form of demonstration of "good faith" to the community to allay its irrational fears regarding the impact of higher property values on total tax bills.

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[17] Connecticut State Board of Education, "Report of the Committee on Working Relations Between Boards of Education and Teacher Organizations," Bulletin 85 (Hartford, Connecticut: CSBE, 1962).

The board of education responded by threatening the elimination of services such as kindergarten and high school athletics. When such threats failed to move the council, the board took legal action and sued the council for failure to provide adequate funds and support for public education. The suit was settled out of court with $300, 000 of the $500, 000 cut in the budget being restored. As part of the settlement a liaison council was also established between the town council and the board of education to deal with fiscal issues. The suit produced a great deal of unfavorable publicity for the town, the town council and the school system and satisfied no one. It did, however, serve to establish the willingness of the board to exercise political and legal power vis-a-vis the town council. It did not, however, produce any long run improvement in the relationship between the two agencies.

Although the out-of-court settlement did improve the board's fiscal position for 1964-65, it did not enable the board to fulfill its original plans. The board was forced to retrench to a significant extent by cutting back on its expenditures in the following areas:

1) a 20% reduction in textbook and supplies expenditures;
2) a 40% reduction in maintenance expenditures;
3) a 100% reduction in salary increases for secretarial and custodial employees;
4) a 100% reduction in capital improvement expenditures.

This budget cut had a definite impact on both expenditures per pupil and teacher salary levels. In 1961-1962, expenditure per pupil was above the state average; by 1964-1965, it was below the state average and had actually dropped below the 1961-1962 level. Salaries in the district also failed to keep pace with salaries in the neighboring communities. In 1964-1965, the salary range in the district was $5,100 (B. A. with no experience) to $9,000 (sixth year credentials with 12 years experience). At the minimum, District 5 ranked seventh out of eight and at the maximum, it ranked eighth. This reflected a sharp drop in salary increases after 1964. Between 1962 and 1964, minimum salaries were increased by $850 and maximum salaries were increased by $1,750. In 1964, salaries were increased by only $100 - $200.

Turnover in the district was about average for the state despite the level of the salary structure. The reason for this was that average salaries in the district were fairly high due to the experience levels of teachers. Most teachers had at least six years of credited experience and a large percentage held the M. A. degree so that average salary was about $7,400.

District 6

District 6 is located in a community of approximately 35,000 in Wisconsin. The community was a trade and service center and was surrounded by rural areas. Several hospitals and a state college were located in the town. The district embraces over 200 square miles, most of it outside the town itself. Almost 80 percent of the students, however, come from the town. The system employs approximately 450 teachers.

The Parties

The board of education in this district is elected and is fiscally dependent. The local fiscal authority is a council composed of the town council and the heads of the local governments in those areas outside the town which are encompassed in the school district. Voting in this consolidated fiscal body is on the basis of tax contributions to the school district, i. e., is roughly proportionate to assessed valuation in each of the areas. Under this system, the town council enjoys approximately 80 percent of the votes.

As was the case in District 5, a basic political cleavage existed between the town council and the board of education. The town council was elected by and sensitive to the blue collar and small business elements of the population. The board of education was elected by and sensitive to the newer white collar and professional segments of the population. This segment of the population was aware that a good public school system was necessary to attract new white collar enterprises into the area and this awareness was reflected in a majority of the board of education.

An affiliate of the AFT held exclusive recognition for negotiation purposes in District 6. The union's membership at the time of the impasse included between 70 and 80 percent of the teaching staff. An affiliate of the NEA also existed in the district. Its membership was approximately as great as that of the union as there was considerable overlap in membership. The education association did not, however, compete actively with the union in the negotiation area. The association focused its activities in the professional area and left salaries and other terms of employment to the union.

Despite this "specialization," the existence of the local association in conjunction with the fact that the association had a membership at least as large as the union posed a real threat to the union. The fact that the association had not pressed a claim to be the negotiation representative of teachers even after winning an election in 1957 did not guarantee that it would not do so in the future. The traditional specialization of functions between the two organizations could easily be destroyed either by local forces or policy changes at the state level.

The union also faced some significant internal problems in the form of conflict between men and women teachers. This rift was caused by the successful drive on the part of the men teachers to have a dependency allowance built into the district's salary schedules. This allowance served to create unequal pay for equal work between men and women as the allowance went only to teachers with dependents. The pressure for the allowance grew out of a despair on the part of the male teachers of achieving large enough general salary increases to permit them to support families and the perception that such allowances had proven, elsewhere, to be effective vehicles for forcing general salary increases.

Background of the Relationship

The first set of recorded negotiations between the union and the board of education took place in 1944. Out of these negotiations came a document which became the formal policy of the school district but which was not a jointly signed agreement. The first such agreement appeared in 1946. This agreement has provided the basis for annual negotiations since 1946. As was the case in District 2, the agreement is not systematically renegotiated each year. With the exception of salaries, revision rather than renegotiation is the rule and much of the original 1946 document remained in force in 1963.

In 1959, the Wisconsin legislature passed the Municipal Employee Relations Act which supported the right of all municipal employees to form and join unions and to negotiate with their employers through such organizations. The statute was amended in 1961 to give the Wisconsin Employment Relations Board the authority to administer the statute.

The law had no immediate and direct effect on the relationship between the union and the school board in District 6. Although the statute made provision for representational elections where representation questions existed, the local association did not request such an election. The union, therefore, was formally recognized as negotiation representative of teachers by the board without an election.

The law did, however, have an impact on the environment in which the union and board of education operated. The law encouraged increased militancy among other city employees in their relationships with the city. This generated a great deal of fiscal pressure on the city council which they could not withstand. The success of other city employees in negotiations with the council made it more difficult for the council to justify excessive fiscal restraint in dealing with the board of education's budget.

The law also made available an impasse resolution procedure in the form of fact-finding with public recommendations by an individual appointed by the WERB. There was, however, something approaching an impasse resolution procedure in the local agreement in District 6. Under the terms of the agreement, provision was made for the non-binding arbitration of "all grievances or disputes, either individual teacher or group." This procedure had not been used and apparently was perceived, at least by the teacher organization, as limited to grievances which might arise under the agreement.

The union admitted that it had been ineffective in representing teachers prior to 1961. Salaries had failed to increase in proportion to either the growth in wages and salaries in the community or the salary increases in other school districts in the area. Between 1961 and 1964, the union felt it was somewhat more effective in representing the teachers largely because it was able to partly eliminate open dissension within the teaching staff.

The union also admitted that it entered negotiations in 1964 with the intent of remedying the vestiges of their early weakness. Specifically, the leadership felt that changes in the law would enable them to force the board and the community to make substantial improvements in teacher salaries. Such improvements were a prerequisite, in the union's view, to abolishing the dependency allowance in the salary schedule which was a source of considerable friction within the staff and the organization.

The Market Constraints

The local fiscal authority traditionally had not been generous in dealing with the budget requests of the board of education. The community, in general, had a strong history of tax conservatism which reflected its rural character and the economic position of a predominantly blue collar workforce.

By 1960, significant changes had taken place in the composition of the population. The tremendous growth in the state university which was located in the town and the addition of a large number of medical facilities in the area had produced a sharp increase in the percentage of the population in white collar and professional occupations. In 1960, almost one-half of the population was in white collar jobs. Median school years completed for the population over 25 years of age reached 12.0 in 1960. This segment of the population was keenly concerned about the public schools and was aware that past fiscal restraint had led to a deterioration in the image of the school system. This segment of the community had not, however, been able to exercise effective political power in town council elections prior to 1964.

Much of the burden of fiscal restraint had been shifted to teacher salaries. In 1963-1964, the district's salary schedule was below the schedules in twelve other districts of comparable size in the state. At the minimum, the district was $100 below the median of the twelve districts; at the M. A. maximum, the district was $500 below the median. These deficiencies appear to reflect developments prior to 1961. Between 1961 and 1964, salaries at the top of the B. A. and M. A. columns were increased by about the same amount as the median increases in these salaries in the twelve districts.

Turnover was not high in the district despite the level of salaries and salary schedules in the district. The community was located in an attractive recreation area and tended to draw teachers who enjoyed such an environment. The fact that salaries in District 6 were above those in the other, smaller districts in the immediate area tended to keep teachers in the district. This was particularly true for male teachers who were concentrated in the high schools. This is reflected in the fact that the average salary of high school teachers was $6,400 in 1963-1964 which implies average length of service in excess of ten years.

District 7

District 7 is located in an industrial community of about 35,000 in the state of Wisconsin. The district employs approximately 380 teachers.

The Parties

The board of education is elected and is fiscally dependent. Members of the board of education have demonstrated sympathy to the pressures exerted on the town council with respect to school budgets and tax rates. At the same time, board members also claim to have been extremely sensitive to the needs of teachers in their policy decisions.

The relationship between the board of education and the town council has been cordial. The council has displayed real sympathy to the needs of the board of education. This was clearly shown when the board of education discovered that estimates for a new school fell $500, 000 short of the actual cost. The estimate had been used as the basis for the original request for borrowing authority. When the discrepancy was discovered, the board was able to secure authorization for additional financing without difficulty. At the same time, the board was sympathetic to the pressures on the council from the taxpayers. In formulating its budget request to the council it was always careful to itemize those expenditures which could be justified but which were being foregone or deferred. Whether this was done in the interests of abstract fiscal responsibility or in recognition of political realities does not matter greatly as the approach served to establish credibility for the board of education's claims for funds. It also provided the city council with a way to justify its commitment of funds to education.

An affiliate of the NEA held exclusive recognition in the district. No local of the AFT existed in the system. Prior to 1964, the association represented teachers on an informal basis by virtue of its monopoly position. The organization was free to admit, in 1965, that these representational activities did not constitute negotiations. After the passage of the Municipal Employee Relations Act and its amendment in 1961 the organization sought and received formal recognition as the exclusive negotiation representative of teachers.

Despite the fact that no rival organization existed in the district and despite the fact that the board never challenged the majority membership status of the organization, the association petitioned the WERB for a formal representation election. Their purpose in doing this was to have a vehicle to prove that it had the support of a vast majority of the teaching staff and to prove that it was not tainted by its past practices, now ended, of admitting administrative personnel to membership.

Background of the Relationship

The impasse in this district occurred in the first set of negotiations following the representation election, so it is not possible to trace a history of a collective negotiation relationship. Prior to 1964, the association had made presentations to the board of education on salary questions and had consulted with the superintendent on other matters. The board and superintendent felt that the teachers had been adequately represented through these informal procedures and had been treated fairly. The teacher organization, however, felt that the earlier representational activities had not been successful or meaningful. In retrospect they characterized the pre-negotiation relationship as paternalistic. To support these judgments they pointed to the fact that the town had the lowest tax rate of all comparably sized cities in the state and that the salaries in the district had failed to increase as rapidly as those in districts traditionally used as a basis for comparison.

The association entered its first set of negotiations on the assumption that the time had come to make up for the effects of past paternalism. They were encouraged to take this view by the fact that state law gave them the right to bargain collectively, where the local environment had not and did not provide them with a basis for asserting that right. The fact that a statewide competition was going on between affiliates of the Wisconsin Education Association and the Wisconsin Federation of Teachers to see who could most effectively utilize the provisions of the new statute reinforced this approach on the part of the local association. The association in District 7 was perceived by all to represent a test case of the association's ability to use the statute. The district had the lowest tax rate in the state among similarily sized communities and was regarded as fairly prosperous, thus making conditions ideal for an excellent settlement.

The Market Constraints

The community was not deeply involved in the school system nor was it hostile to it. Industrial property provided approximately 50 percent of local tax revenues so that the school system did not represent a tax threat or burden. School bond issues traditionally passed but by narrow margins. The school board and superintendent perceived this lack of involvement and attributed it to a general satisfaction with and pride in the public school system. The teacher organization also perceived the lack of involvement but attributed it to blue collar apathy.

The local fiscal authorities had generally been willing to accept the budget requests of the board of education. The board was not overly conservative in framing such requests. Expenditures per pupil in the district were well in excess of the statewide average despite the fact that local tax rates were low.

The board of education had also not been unduly conservative in setting teacher salaries. In 1964-1965, the salary schedule called for a minimum salary of $4, 900 (B. A. with no experience) and a maximum salary of $8, 565 (M. A. with 17 years experience). The average salary in the district was about $6, 000. These figures compared favorably with the 22 school districts in communities of about the same size as that of District 7. The median of these 22 districts for the minimum salary was $4, 900 or exactly the same as the minimum in District 7. The median for the maximum (M. A.) was $8, 100 as compared with $8, 565 in District 7. There was, however, some evidence of a relative deterioration in the level of salaries in the district in the years immediately preceding 1964. Within the sample of 22 districts, the ranking of District 7 with respect to the B. A. minimum slipped from second in 1959-1960 to the median in 1964-1965. Similarly, its ranking with respect to the M. A. maximum dropped from second to fifth.

This worsening of relative salaries did not have a noticeable impact on the ability of the district to recruit or retain teachers. Turnover was below the average for the state and the superintendent reported no unusual difficulty in filling vacant positions with normal recruiting activity.

District 8

District 8 is located in a small rurally-based community of 4300 in Minnesota. Some locally owned light manufacturing enterprises did exist in the community but for the most part it served as a trade and service center for the surrounding farm areas and as the county seat. The school system employed about 170 teachers.

The Parties

The board of education in District 8 is elected. Members of the school board are elected by city wards, not on an at-large basis, as is usually the case. The board is fiscally independent. The only limits on its taxing power are set by the state. School tax rates are thus not subject to direct control by the local community in the short run.

The population of the district is approximately 50 percent Catholic. Parochial schools in the district have an enrollment equal to that of the public schools. The Catholic population is heavily concentrated in two of the town's five wards and is thus guaranteed of representation on the board of education. The board members selected from these wards have traditionally been advocates of fiscal restraint in the operation of the school system, reflecting the feelings of their constituents against paying for public education from which they derive no direct benefit.

The remaining wards in the district have no comparable readily identifiable characteristics. There is, however, a definite dependence in the few locally-owned industries and on one local industrial empire in particular. The owning family of this chain of firms does exert considerable implicit political power in the community.

Teachers in the district are represented by a joint AFT-NEA salary committee. Both the union and the association appoint members to this committee. The chairmanship of the committee is rotated between representatives of the two organizations.

When the impasse occurred in 1964, the joint salary committee was chaired by a representative of the union. At that time, the union held a total membership of about 40 out of the 170 teachers in the district. These members were heavily concentrated in industrial arts and other vocationally-oriented subjects. The association enrolled as members virtually all other teachers in the district. In general, most of these teachers were at the maxima on the salary schedule and over one-third held the M. A. degree.

Background of the Relationship

The cooperative relationship between the two local organizations in salary matters dated from the origin of the union in the mid-1950's. The union was formed by a group of dissidents who broke away from the association in a dispute over policies of the state association. At one point, the union enrolled a majority of the teaching staff, but its membership had declined in the three years prior to the impasse until it had a membership of only about 40.

Salaries traditionally had been the primary focus of the representational activities of the two organizations and of their joint committee. The practice was to have the committee make a formal presentation to the board of education for discussion and consideration prior to a decision by the board on the following year's salary schedule. This procedure had historically worked reasonably smoothly and the relationship between the board and the joint committee of the two organizations had been cordial. It is, however, possible to question the effectiveness of the committee in representing teachers.

The union member who chaired the joint salary committee at the time of the impasse expressed the opinion that collective bargaining had not taken place in the past, but could exist under the limited legislation regarding organizational rights of public employees which existed in the state. He also felt that the time had come to attempt to reverse the downward trend in union membership which had been going on for some four years.

The state of Minnesota has explicit no-strike legislation covering public employees and various categories of essential workers. In addition, there is a significant record of state intervention in emergency disputes. The state has not, however, explicitly recognized or supported the right of public employees to negotiate collectively with their employers. Some implicit support for such activity did, however, exist in the form of a guarantee of the right of employee organizations to meet with their employers and in the provision of an impasse resolution procedure for use in labor disputes involving public employees. This procedure called for creation of a tripartite panel which is empowered to make public recommendations for settlement of the dispute. Each of the disputants is to name one member of the panel and these appointees are to name the third and neutral member. If the appointees of the disputants are unable to agree on a third party, the courts are to exercise the right of selection.

The Market Constraints

The community in District 8 has always been highly resistant to school tax increases. This is a reflection of several forces. Family incomes in the community are low. This is in part due to the nature of work opportunities in the area, given the absence of any heavy manufacturing. The town is in the center of a vacation and recreation area which introduces strong seasonal elements into income. In addition, a large labor pool exists around the town in the form of marginal farmers who must supplement their earning from farming with part-time, seasonal or even full-time employment off the farm. The level of community incomes provides another source of resistance to school tax increases to complement the resistance of the Catholic segment of the population. The fact that the overwhelming majority of assessed valuation in the town is residential rather than commercial or industrial serves to heighten this resistance to school tax increases.

As a reflection of this community resistance to school tax increases, the district has a history of low salaries. In 1958, the board of education decided to undertake a major increase in teacher salaries. At that time, the district ranked at the bottom of the nine schools in the athletic conference. The board took as its goal the highest salaries paid in the nine districts in 1957-1958. The movement toward this goal was, however, spread out over a three-year period. At the end of this period in 1961-1962, the district was still below the top of the ranking despite a series of $800 per year increases due to increases granted in the other districts. After 1961-1962 only slight increases in salaries were made. In 1961-1962 only a nominal increase was made in minimum salaries and no increase was made in the maximum salaries in the schedule. In 1962-1963 and 1963-1964, increases averaging $150 at the minima and $250 at the maxima were granted. These increases were not, however, sufficient to bring about any improvement in the district's standing among the nine districts.

Despite the level of salaries, turnover was not a problem in the district. Average salary in the district was $5, 820, indicating an average of five years service. The community was located in an outdoor recreation area and the environment offered definite benefits in terms of leisure activities and ample summer job opportunities. As a result, the district tended to attract and retain teachers who enjoyed the outdoor life. Furthermore, the cost of living in the community was low and teachers were not underpaid in relation to family incomes in the community at large.

Summary

These eight abbreviated case studies are designed to provide some insight into the background and environment of the teacher organization-school management relationship in each of the districts. The focus of these studies is on developments and conditions prior to the actual negotiations which led up to the impasse which is the central concern of this study. These developments and conditions can be regarded as the determinants of the nature of conflict and the effectiveness of power at the impasse stage.

The primary similarity among the districts appears to be that teacher representation had not been effective in the years immediately preceding the occurrence of an impasse. This is not surprising, as impasses are rarely spontaneous phenomena but arise out of accumulated frustrations.

Clear differences were found to exist among the districts in the following areas: 1) size and location of the system; 2) the fiscal structure of the district; 3) the strength of the local teacher organization; 4) the duration of the bargaining relationship; 5) the nature of public policy regarding negotiations at both the state and local levels; 6) the attitudes of the community toward the schools and its support of them; and 7) the level of salaries and teacher turnover in the district. These characteristics are summarized in Table II-1.

TABLE II-1

CHARACTERISTICS OF THE DISTRICTS

District	No. of Teachers	Size & Type of Community	Fiscal Structure	Teacher Org. & Members[1]	Duration of Relationship	Public Policy		Community		Teachers	
						State	Local	Support[2]	Attitudes	Salaries[3]	Recruiting
1	45,000	8,000,000 Urban	Depn.	AFT-10%	0 yrs.	Neg.	Pos.	535/562	Neut.	6200/6500	Difficult
2	700	80,000 Industrial	Depn.	AFT-70%	13 yrs.	Neut.	Neut.	415/413	Neg.	6000/5500	Neutral
3	750	90,000 Suburban	Ind.	NEA*-90%	1 yr.	Neut.	Pos.	475/415	Pos.	5600/5600	Difficult
4	250	4,000 Rural	Ind.	NEA-100%	2 yrs.	Neut.	Pos.	410/415	Neg.	5400/5600	Easy
5	450	45,000 Industrial	Depn.	NEA*-60%	10 yrs.	Pos.	Pos.	470/480	Neg.	7400/5600	Neutral
6	450	35,000 Rural	Depn.	AFT*-60%	20 yrs.	Pos.	Pos.	410/415	Neg.	5900/4900	Neutral
7	380	35,000 Industrial	Depn.	NEA-80%	0 yrs.	Pos.	Neut.	470/415	Neut.	6000/4900	Easy
8	170	4,500 Rural	Ind.	AFT-25% NEA-75%	8 yrs.	Neut.	Neut.	440/425	Neg.	5800/5500	Neutral

[1] Those districts with asterisk faced competition from another organization.

[2] Expenditure per pupil - local/state average.

[3] Average salary - local/state average.

III. THE NATURE OF CONFLICT

Collective bargaining, as traditionally perceived, is based on the assumption of significant and persistent conflict between employees as a group and those who supervise and employ them. In public education, theoretical bases exist for a challenge to the validity of this assumption.

Teachers are professionals and, as such, may be highly individualistic and service-oriented. These professional attributes may inhibit the ability of teachers to achieve a consensus on issues as is required by collective bargaining. The results of the survey of districts in which impasses had occurred prior to the end of the 1964-1965 school year, however, indicate that teachers have been able to achieve consensus on at least salary issues. There is also evidence in current developments that similar consensus can be achieved on other working condition issues.

The prevalence of impasses over teacher salaries raises questions regarding the nature and strength of school management's adversary incentives. Some school board members and school superintendents have been most outspoken in denial of an adversary incentive in this area. Their position is well summarized in the following statement of a board member in one of the eight districts studied:

> Negotiations have implicit in them the concept of adversaries. The board, however, has no such adversary incentive as it cannot make or lose money based on the outcome of negotiations. Its interests... lie in securing the largest possible amount of funds for educational purposes. In this, there can be no conflict with teachers.

The occurrence of impasses, however, does imply that some adversary incentive does exist.

Both the NEA and the AFT assert that boards of education can and do have interests which are opposed to those of teachers. The organizations differ in their views as to the bases of these interests. Prior to 1967, the NEA perceived conflict as the result of incomplete information and inadequate communication. This view was a reflection of the fact that the NEA and its state affiliates traditionally represented public education in legislative arenas where common goals did exist for teachers, school administrators and school board members. The AFT has espoused the private sector model of conflict in the employment relationship which is based on opposing economic motives. This view was a reflection of the hostile environment in which local affiliates of the AFT had to conduct their drives for recognition.

Each of these views of conflict and adversary incentives has different implications for the nature of the bargaining process. If no true adversary incentive exists for school boards, arms-length bargaining will also not exist. If the NEA's view of conflict is accurate, collective bargaining will serve only as the vehicle for increased freedom of communication and dispersion of information. If the AFT's view of conflict is most appropriate, collective bargaining will provide the basis for compromise and power accommodation on other than a purely factual basis.

The purpose of this chapter is to provide some insight into the relative accuracy of each of these views of conflict. The basis for this undertaking will be an analysis of the conflict underlying the impasses in the eight districts. The ultimate purpose of this analysis is to determine the extent to which the public and professional dimensions of the employment relationship in local school districts have modified the traditional economic conflict basis of collective bargaining.

Conflict Potential

The first step in an analysis of the potential for conflict between a teacher organization and a board of education is an analysis of the decision-making process. It is the inputs into decisions on both sides of the relationship which will determine the potential for the differing perceptions of the needs and capabilities of the system which are the bases of conflict. These perceptions will inevitably reflect the roles of the parties in the decision-making process and the nature of the short run and long run survival tests imposed on them by their environment and constituent groups.

The Board of Education

A board of education is a political institution which exercises certain broad and important powers over schooling as designated by the legislature. Board members serve without pay in most communities. The primary incentive to take on the responsibilities and burdens of being a board member are not, therefore, economic. The alternatives to economic motives are political prominence, indulgence of a sincere concern for or interest in public education and satisfaction of a basic desire to effect change in the public school.

A board of education is, thus, not a monolithic organization. It can most profitably be viewed as the mediator of conflicting pressures and demands focused on it by those who have some vested interest in the operation of the schools.[18] At least four sources of such pressure can be distinguished:

1) the individual members of the board of education;
2) the community, as consumers and stockholders of the system;
3) the administration, as the agency responsible for the efficient operation of the schools;
4) the teachers, as employees and as practicing professionals.

The impact of collective bargaining is to establish a theoretical equality between teachers and the other sources of pressure on the board of education in the decision-making process. This implies that the function of a board of education is to develop a consensus on the basis of the pressures focused on it by groups other than teachers and to defend that consensus against the consensus developed and articulated by teachers through their organization. Thus, the adversary incentive of a board of education should be determined by the nature and relative strength of the various pressures focused on it by constituent groups.

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[18] For an excellent overview of the forces at work in the decision-making processes in local school districts, see: "School Boards in an Era of Conflict," Proceedings of the 1966 Cubberly Conference, Stanford University, reprinted in, The American School Board Journal, 154, 3 (March, 1967).

Boards of education are composed of laymen with no particular technical or professional competence in education. In such a situation, the professional leader and administrator of an enterprise inevitably wields considerable influence in the decision-making process. In education, this influence is virtually absolute in administrative areas as there is a strong tradition of a separation of powers between the lay policy-making function and professional administration. This influence based on expertise may also carry over into policy formulation particularly where board members are concerned with quality education.

The superintendent is the representative of the administrative staff in the decision-making process. In this position, he is subject to a number of possibly conflicting pressures in exercising any influence over the board. First, as the professional leader of the system, his reputation depends on the ability of the system to provide quality education. Second, as the chief administrative officer of the system, his tenure depends on the ability of the system to operate efficiently within the confines of board policies. Finally, as the chief executive officer of the system, the superintendent must also be sensitive to community values and the requirements of teachers.

The members of a board of education are political officials. Their tenure depends on their ability to satisfy the demands of the community regarding its public schools. This should make the board of education sensitive to the views of various segments of the population as those views are articulated in the short run through various groups and organizations.

The entire community serves as the stockholder of the system. Within this framework, however, it is necessary to distinguish that segment of the community which is the direct consumer or beneficiary of public education from that segment of the community which bears the direct financial burden of public education. As the stockholder of the system, the community can be expected to seek an increase in the return on its investment in public education. Taxpayers, as represented by Taxpayers Leagues, Chambers of Commerce and, in fiscally dependent districts, the local fiscal authority, are likely to seek such an increase through total cost minimization. The consumers of education, as represented by parent groups, civil rights groups and, in some cases, labor unions, are likely to seek such an increase in the form of increased quality. Thus, taxpayers will be primarily concerned with the size of the system's budget while consumers will be primarily concerned with the allocation of resources within the system as reflected in such measurable and visible variables as class size, extracurricular activities and physical plant.

Board members are individuals who have some personal vested interest in the operation of the public schools. As the representatives of the community, they may feel an obligation to place themselves above short run special interests and to exercise some leadership in the long run interests of the community. As individuals, they may be unwilling to serve merely as the caretakers of the system and as mediators between the various interest groups who profess concern for the schools. Under these circumstances, the power to make basic decisions regarding the goals of the system will represent an important prerogative of board members.

This view of the inputs into the decision-making process on the board of education side of a collective bargaining relationship suggests the existence of three possible bases for an adversary incentive vis-a-vis teachers. The first is a technical or administrative incentive based on an assessment of the optimal means to achieve a short run goal. The second is a political incentive based on the short run demands of the community. The third is an institutional incentive based on a long run need to control the goals of the system.

The Teacher Organization

A teacher organization is also a democratic institution. It serves as the representative of all teachers in the system although its membership may include less than 100 percent of the teaching staff. The leaders of the organization are elected by the membership of the organization. The motivation for serving as an officer of a teacher organization is generally not economic, at least in the short run. The primary alternatives to economic motives are ideological factors, a desire for personal prominence and a desire for power or leadership status.

The leaders of a teacher organization, like board members, must serve as mediators of a series of possibly conflicting pressures. Four specific sources of such pressure can be identified:

1) the teaching staff;
2) the members of the organization;
3) the leaders themselves and the leaders of other teacher organizations;
4) school management and the community.

Under collective bargaining, the primary concern of the teacher organization must be to achieve a consensus among the first three sources of pressure. This consensus is then defended against the fourth of the sources of pressure in the bargaining process. It is the nature of this consensus which defines the adversary incentive of the teacher organization.

Teachers are professionals and, as such, are supposed to possess superior knowledge as well as control over the practice of education. In this role, teachers have a vested interest in the resources available within the system and an ability to assess the deficiencies of the system in terms of the educational needs of students.

The leaders of a teacher organization will clearly be sensitive to these views. They may also attempt to form or shape such views. Their position gives them superior access to information about the entire system and about other school systems. Their position as leaders of the teaching staff may create an incentive to utilize this superior information to influence the views of teachers as well as to support them.

Teachers are also the employees of the district and can be expected to seek greater rewards for their services and more favorable conditions under which to perform those services. Their interests in this area will be determined by their absolute economic needs and their perception of their status in relation to other teachers, other professionals and other employee groups. Their goal will be "professional salary schedules and working conditions" including the freedom or control traditionally enjoyed by professionals. Their position will be that if such salaries and conditions cannot be financed within the limits of resources currently available to the system, it is the responsibility of the community to provide the necessary funds.

The survival of a teacher organization depends on its ability to retain and recruit members in the short run. This requirement will make the leaders of the organization highly sensitive to these economic demands. They will be particularly sensitive to the demands of the most active and politically powerful members of the organization and relatively insensitive to the demands of those teachers who are and can be expected to remain outside the organization.

The degree to which a local teacher organization exercises control over the decision-making process through collective bargaining constitutes a major criterion of the effectiveness of the leadership of the organization and may be a major determinant of the long run survival of both the leadership and the organization. The application of this criterion can give rise to a desire on the part of the leaders of a teacher organization for power and control over the basic direction of the public school system. The result can be appearance of the broad issue of lay vs. professional control.

At least three groups may apply this criterion to a teacher organization. The first is the leaders themselves. The second is the members of the organization. This is particularly likely to be the case where teachers have previously exercised little control over decisions and have built up strong frustrations. The third is the leadership of other teacher organizations who are in competition for recognition within the teaching profession. This type of competition has been magnified by the broader competition between the AFT and the NEA.

This analysis of the forces underlying decisions on the teacher organization side of a bargaining relationship implies the existence of three bases for a consensus and adversary incentive. These bases parallel closely those identified on the board of education side of a relationship. The first is an empirical incentive based on a professional assessment of the needs of the system. The second is a political incentive which reflects the short run economic aspirations of teachers. The third is an institutional incentive based on a long run need for power and control.

Types of Conflict

This view of the structure of and inputs into the decision-making process in a local school district provides the bases for the identification of three types of conflict between a teacher organization and a school board:

1) empirical or "rational" conflict
2) economic conflict
3) control conflict

Empirical or "rational" conflict arises when both teachers and the board agree on short run and long run goals but disagree on the optimal means to achieve these goals. Economic conflict arises when teachers and the board disagree on short run goals within the framework of agreement on long run goals. Control conflict appears when there is no agreement over the basic long run goals of the system or the distribution of the power to define them.

Rational conflict is most consistent with the NEA's early policy view of conflict in the school system. It arises out of incomplete or contradictory evidence as to the needs or status of the system and is based on technical or empirical adversary incentives. Facts, not basic values, are in dispute and conflict should be resolvable through either unrestricted communication and sharing of information or recourse to expert advice from individuals outside the immediate dispute.

Economic conflict in public education parallels conflict in private sector labor relations. It arises out of a lack of congruence between the community's short run demand for efficiency and the teachers' short run demand for absolute "equity," as these demands are articulated and enforced through political processes. This conflict between efficiency and teacher-perceived "equity" as the basis for the allocation of scarce resources may take three forms:

1) disagreement over the total amount of resources to be made available by the community for public education;
2) disagreement over the allocation of the total amount of resources available among competing uses within the system;
3) disagreement over the allocation of resources within the teaching staff.

Each of these types of disagreement reflects a different option for teachers in securing higher rewards. In the first case, the increase might come at the expense of taxpayers; in the second, at the expense of consumers; and, in the final case, at the expense of individuals outside the bargaining unit or teacher organization, or at the expense of one part of the staff in favor of another part.

Control conflict is most consistent with the AFT's early experience with and view of conflict. It is based on the institutional need of both a board of education and a teacher organization for power and represents a type of recognitional dispute. The vehicle for such conflict is some substantive employment issue but the specific issue does not provide a true indication of the nature of the conflict.

Experience in the Districts

District 1

The first set of negotiations between the UFT and the New York City Board of Education were carried out over a three month period prior to an impasse in April, 1962. Salaries were the central focus of negotiations prior to the impasse and were the basis of the impasse.

At the outset, negotiations over salaries were directed at developing guidelines for the salary structure. The board did not know, when negotiations opened, what resources it would have available for the 1962-1963 school year so that no specific dollar offers were made by the board until after negotiations had been going on for over one month.

The union's original demands called for a package of salary increases which would have cost the board about $68 million per year. The board's first definite counteroffer was for approximately $19 million. This offer was rejected outright by the union.

At this point, the superintendent, who was given the original responsibility for the conduct of negotiations, attempted to mediate the dispute. Specifically, he attempted to work out an agreement with the teachers and then sell that agreement to the board. This strategy was a reflection of his lack of experience with collective bargaining and his earlier experience as representative of teachers to the board rather than as representative of the board to teachers.

The superintendent suggested a salary increase package of $33.6 million. The union seemed willing to accept and the superintendent made his offer public. The board, however, was unwilling to accept this offer, in part because it had learned that due to a legal technicality the board was to lose approximately $37 million in state aid due to it for the final quarter of the 1961-1962 school year. This resulted in a change in state aid payments from a deferred to a current basis. This change meant that instead of receiving deferred aid payments of $48 million in September (for June, July and August) and in December (for September, October and November) it was to receive a single payment at the increased rate of $61 million for September, October and November.

At this point, the positions of the parties became set. The board restated its $19 million offer. The union refused to accept anything less than $33.6 million. The union reinforced its position with a threat to strike.

Under the pressure of the strike threat, the board assumed direct responsibility for the conduct of negotiations. It was prompted to do so by two factors. First, the board members felt that direct negotiations would enhance the status of the existing union leaders who were engaged in something of a struggle with a more militant minority for control of the union. Second, several members of the board had significant experience in labor relations and felt they could resolve the impasse. The board was induced to increase its offer from

$19 to $25 million through internal budget reallocations in favor of teacher salaries. It was, however, unwilling to undertake additional budget changes to provide a $33.6 million package and an impasse was reached.

This impasse was economic in nature. The central issue in dispute was what community support of public education should be. The demands of teachers could not be met out of existing resources given the board of education's resistance to cuts in other phases of the educational program. The only alternative was an increase in local tax support of the public schools.

There is evidence that both the union and the board originally approached negotiations as a rationally-based process and regarded conflict as rational in nature. The board did urge the superintendent to work out an "ideal" salary structure with the union, to which any funds available for salary increases could be applied. It also deferred submission of its final budget request to the city pending the outcome of these discussions. The union did accept this approach until the board made its first specific dollar offer in the salary package.

The conversion of rational conflict into economic conflict was a direct result of the limitations on the resources available to the board. The conversion was assured by the nature of teacher expectations and the strength of the board's interest in the internal allocation of resources.

Teachers felt they had been the victim of a failure on the part of the community to adequately support public education and a willingness of previous boards of education to exercise restraint in requesting funds from the city. In addition, they also felt that boards of education had, in the past, been too willing to shift the burden of fiscal restraint to teachers. This led them to insist on the use of an absolute equity criteria for salary determination. They were encouraged in this stand by a perception that the appearance of collective bargaining implied a basic change in the balance of power which made compromise unnecessary as well as undesirable.

The board of education was not unwilling to entertain absolute equity criteria for salary determination. The members of the board did, however, have strong personal beliefs regarding the educational program and had developed their own priorities for the use of funds. These priorities were reinforced by the need to restore community faith in the system after the scandal which resulted in the appointment of the "blue-ribbon" board. The board of education clearly did not perceive the advent of negotiations as modifying these priorities as is indicated in the following statement made by the president of the board:

> It is the belief of our scheme of public education that the objectives of the school system, the basic emphasis of the teaching efforts, the goals to be achieved, shall be determined by the community itself and not by the professionals. ...I do not believe that this philosophy is altered or modified by the fact that a board of education has entered into collective bargaining agreement with an organization which represents teachers in that system.

District 2

The union in District 2 submitted a demand for a $400 increase in the M. A. maximum salary in October. This rate was the key rate from the union's viewpoint as over half the teachers in the district were at or very near the top of the schedule. The other rates in the schedule and their relationship to the key rate were secondary considerations and were left to be worked out in negotiations after the key rate had been set.

Only one negotiation session was held and it took place almost three months after the union submitted its proposal. The board's counter-offer was framed only in terms of the minimum or starting rate. No offer was made to increase salaries at the top of the schedule either in proportion to or by the same absolute amount as it offered to increase the base rate.

When the union refused to accept this offer, the meeting was adjourned. No further meetings were held. When the board adopted its budget for the following school year, in March, it adopted its first and last offer as the formal policy of the district.

The conflict in this district centered, at the impasse stage, on control over the goals of the system. The basis of the impasse was the board's decision to adopt a salary schedule on a unilateral basis despite the fact that collective bargaining had been practiced in the district, to a greater or lesser degree, for over ten years. This action reflected a conscious decision by the board of education to challenge the status of the union and change the basis of decision-making in the district.

At the outset of negotiations, conflict was of a purely economic variety. The teachers' demands would have required the board to increase the size of its budget request to the town council. The town council, however, had placed pressure on the board to limit any increase in its budget request for political reasons as it was an election year for council members. The board was thus placed in the middle of conflict between teachers, as represented by the union, and the community, as represented by the town council.

The board responded to this dilemma by siding with the council. Its counter offer represented a clear attempt at cost minimization within limits set by the labor market. This approach involves a refusal to distribute any funds available for salary increases in the manner sought by the union. This created strong political threats to the leadership of the union and resulted in a strong commitment by the union to its original demands.

The result of these developments was public debate rather than further negotiation. The stalemate was broken only by the board's unilateral action on a salary schedule. This action was possible because public policy did not protect or sanction collective bargaining by public employees. It was acceptable to the board for a number of reasons:

1) a majority of the board had not been on the board when the previous agreement was negotiated;
2) a majority of the board was clearly aligned politically with the powers which controlled the city council;
3) the chairman of the board was strongly anti-union.

District 3

In district 3, the salary impasse focused specifically on the base salary, i.e., the B.A. minimum. The district had an index schedule under which all salaries were tied by a percentage factor to this single rate. The teachers demanded a base salary of $5400 while the board offered $5360. This difference appears minor but the total cost difference of the two proposals was about $65,000. For the teacher group alone the difference was about $50,000; the remaining $15,000 represented the cost of increasing the administrative and supervisory salaries which were also indexed.

These negotiations took place over the period of several months. The teachers demanded a $5600 base salary at the outset, but reduced their demands to $5400. The superintendent, as negotiating representative of the board of education, offered $5300 at first. He then raised the offer to $5360. When this was rejected, management offered $5400 on a two-year basis. The association refused this offer and indicated that only $5400 for the next year was acceptable. At this point an impasse was declared under the formal policy of the district.

This impasse was clearly based on economic factors. The board asserted that it could not meet the teachers' demands without risking serious cuts in other parts of the system's budget. The association claimed their demands could be met out of the board's budgetary reserves. The board rejected this argument on the grounds that its original allocation of funds to reserves was justified and necessary in light of the rapidly increasing enrollment and experience with emergency demands on resources.

When conflict first appeared in the negotiations it was of a rational nature. The association's salary demands were based on a projected increase in state aid which would have financed the suggested increases. The board did not feel that a significant increase in state aid was likely and made a more pessimistic estimate of the increase in formulating its budget.

This disagreement over the future level of state aid was converted into open economic conflict by the legal requirement that the board's budget be balanced. This requirement forced the board to use a pessimistic estimate of state aid increases in order to maintain control over the internal allocation of resources. To base salary schedules on anything other than certain resources could have forced the board to modify its original decisions regarding non-salary uses of resources in order to balance its budget in the short run and to require additional local support in the near future in order to restore these modifications. If total resources fall short of those anticipated, some cuts must be made in the budget in order to balance receipts and expenditures. It is, of course, difficult if not impossible to reduce teacher salaries once they have been agreed upon in negotiations. This means that future budget cuts would be concentrated in non-salary areas, thereby seriously impairing the efficiency of the system as judged by the community. The alternative, of course, is to seek increased local support. This is generally not an attractive option. It was particularly unattractive in this district due to the need to utilize any community willingness to expand its support of public education to maintain class sizes and facilities (quality) in the face of expanding enrollments.

The teachers in the district were unwilling to accept a conservative approach to resource estimation or a relative rather than absolute equity approach to salary determination. Average salary in the district was low due to the age and experience of the staff. Cost-of-living in the district, however, was high. These economic forces generated the demand for sizeable salary increases. The fact that a "Professional Negotiation Agreement" including an impasse resolution procedure existed in the district served to strengthen the teacher's commitment to these demands.

District 4

Negotiations in this district opened in April 1965. The association demanded that a total of $42,000 be set aside for salary increases in the 1965-1966 budget. In addition, it demanded a salary increase for 1964-1965 to be retroactive to February 1. The board of education made a counteroffer of a total package of salary increases worth $19,000. The association rejected this offer and declared an impasse under local district policy.

The impasse in this district is also economic in nature. The magnitude of the economic conflict is, however, somewhat overstated in the formal positions of the parties. The board was willing to go beyond its $19,000 offer, i.e., it had left itself some room to bargain. This was the result of efforts by the chairman of the board who, as a lawyer, had some experience in collective bargaining. The association also had left itself some bargaining room in framing its initial proposal. Its leaders, however, felt that the difference between their goals and the board's offer was too great to have permitted an agreement through negotiations.

In the course of negotiations two factual issues were the early focus of conflict. The teacher organization justified its proposal by reference to salaries in other districts within a 60 mile radius. It claimed that turnover in the district was above average for the state due to the inferiority of salaries in the district in comparison with their geographic sample of other districts. The association also asserted its salary proposal could be financed out of the increases in state aid provided for in a bill then before the legislature. The board claimed that turnover was not high and that few teachers left the district to work in the highest paying districts in the association's sample. The board also insisted that existing state aid levels be used in estimating total resources.

These two disagreements over facts served to hide a more basic disagreement over the priority to be given salaries in budget formation. The teachers were clearly dissatisfied with the previous year's salary settlement as indicated by their demand for a retroactive increase. This dissatisfaction extended to the basis used for salary determination in the previous year--feasibility within the confines of the total resources available to the board. The board was unwilling to accept any other approach given its perception of strong community reluctance to approve increased school taxes based on past experience. This perception is important because it creates a threat that any short run inefficiency in the allocation of resources may be perpetuated. This is particularly true where the inefficiency arises from a shift of resources to teacher salaries, which cannot easily be reduced in the future. The threat itself is a function of the fact that most boards of education have, to date, been unwilling to accept the internal remedies for such distortions in resources allocation--larger class sizes, use of teaching machines, and use of non-certificated personnel. These courses of action have a direct impact on those variables which the community is most likely to use in evaluating its public school system and, hence, are regarded as politically or socially unacceptable.

District 5

Negotiations in District 5 began in the fall of 1964. The association submitted a salary proposal which called for a B. A. minimum salary of $5400 or an increase of $455. The board began negotiations with the association in November, but did not make a specific counteroffer on salaries. This offer was deferred until the board could establish a basis for estimating the resources to be made available to it by the city council.

Through the Liason Council between the board and the town council the board learned that its preliminary budget would be cut by about $150, 000. On the basis of this information, it offered a salary schedule with a B. A. base salary of $5100 and a sixth year maximum salary of $9015. This schedule involved increases of $155 at the base and $465 at the maximum. The largest share of the salary increase went to teachers in the B. A. column where it would have the greatest impact on recruiting.

The association rejected this offer. On December 16, the board voted to adopt the salary schedule it offered to the association on a unilateral basis.

This action by the board was dictated by a series of essentially economic rather than institutional considerations. The budget cut made by the town council in the face of forthcoming elections served to prevent the board from realizing its goal of restoring the cuts in services made one year earlier under the impact of a larger budget cut. The action of the council served to perpetuate the adverse effects of this earlier crisis and the board was unwilling to compound these effects by permitting salaries to take priority over other aspects of the program in the use of resources. The only alternative to this approach would have been to again attempt to exercise legal power against the council as had been done in 1964. Such action was judged to be economically and politically inadvisable as the community had not recovered from the earlier legal battle. Thus, the board felt it had no choice but to force teachers to accept part of the short run burden of the 1965 budget cut.

District 6

The union in this district submitted a set of salary and benefit demands to the board in June. These demands would have cost the system about $125, 000 per fiscal year which was the calendar rather than school year.

Negotiations did not begin until September. The delay was due to two factors. First, both the board and union wished to have the results of an informal salary survey made each August by the superintendent. Second, the board wanted to secure information from the town council which would enable it to predict its total resources for 1964.

The board's initial offer to the union was made late in September. It called for a package of salary increases worth about $45, 000. The board did not offer to assume the full cost for individual and family coverage under the district's hospital and surgical insurance plan as had been requested by the union.

This offer was unacceptable to the union. Negotiations did go on for a month with little change in positions. In early November, the union declared an impasse under state law in order to provide sufficient time for fact-finding prior to the December date by which the board's budget had to be acted upon by the local fiscal authorities.

The basis of this impasse was economic. The basic issue in the dispute was the level of community support of public education. The board's offer was based on its estimate of what such support would be. This estimate was influenced by the fact that the community's largest employer had just experienced a fairly long strike which could be expected to make the community and the town council unwilling to see taxes increased. The teachers' demands were based on external criteria--salaries in other districts--and justified on the basis that the community could and should increase its support of public education. This perception was clearly influenced by the teachers' feeling that they had been forced to subsidize the system in the past by assuming part of the burden of cuts in the district's budget by the local fiscal authority. In part, they were encouraged in their attempt to end this subsidization by the availability of an impasse resolution procedure under state law.

The board's approach to salary determination provided for salaries which could be financed out of available resources. The union did not reject this approach nor did it advocate internal budget reallocation as the basis for securing funds for salaries. Both the board and the union thus appear to have been concerned with the quality of the overall educational program as well as with the level of teacher salaries. On the board side, this concern was a reflection of the fact that the board was more representative of the white collar and professional segments of the community than the community-at-large. On the union side, this concern was a reflection of the same forces which produced the specialization of functions between the union and the local association.

The board's refusal to pay for insurance coverage was also based on economic considerations. It felt that full payment of insurance premiums would lead, over time, to increased costs to the district without any real return, particularly in the context of negotiations. It also felt that salaries were the crucial factor in recruiting teachers, not fringe benefits. It chose, therefore, to invest all available funds in direct salary increases, leaving the purchase of insurance to individual teachers.

This approach created definite political costs for the leaders of the union. Their proposal on insurance was dictated by a desire to provide a trade-off which would permit abolition of the dependency allowance. This allowance had long been a source of friction within the union. Since teachers with dependents would receive greater benefits from this course of action than would teachers without dependents, it was felt that such a change would facilitate abolition of the dependency allowance.

District 7

The association in this district made a set of proposals to the board of education in May, 1964. These proposals included a demand for a $200 increase in the B. A. minimum and a $250 increase in the M. A. minimum with an increase of $25 in the increments granted for each year of experience in both columns. The change in increments alone would have provided a $700 increase at the top of the B. A. column and a $775 increase at the top of the M. A. column. The chief argument relied on by the association in supporting its demands was the ability of the district to pay for the increase in salary costs.

The board of education, which conducted negotiations, did not make a concrete counterproposal until late in August. The offer it did finally make called for a $200 increase in both the B. A. and the M. A. minimum and a $5 increase in increments. It rejected the ability to pay argument outright, rather than attempting to refute it. It countered with the specific argument that it was not necessary to raise salaries beyond their offer to attract and retain a qualified and competent staff. It also stated that the community would not see or derive any benefits from the large increases demanded by the association for long service teachers because such increases benefited bad as well as good teachers. The board suggested that such salary increases could only be justified under an individual merit rating system.

Neither side displayed any willingness to compromise. Negotiations degenerated into a debate which left the spokesmen for both sides with bitter personal feelings some two years after the incident. An impasse was declared by teachers in October 1964 in order to end the debate and provide sufficient time for fact-finding prior to the spring date when the board was required to adopt a salary schedule for 1965-1966.

This impasse was the result of institutional incentives on both sides of the relationship and represents control conflict. The true nature of the impasse over salaries can be deduced from the reaction of the parties to referral of the dispute to an outside party. One board member summarized the board's reaction as follows:

> . . . we think we are right in our evaluation and determination and we welcome actually an impartial fact-finder to review our position and prefer this to mediation which to us implied compromise and horse-trading, if you will, which we did not regard as a professional approach to our salary.

The teacher organization welcomed fact-finding also and commited itself publicly to accept the recommendations of the fact-finder before fact-finding took place.

The perceptions and attitudes which produced these reactions also generated direct challenges by each party to the status of the other. The board's challenge took the form of a demand that the association conduct a secret ballot referendum on the board's offer before referral of the dispute to fact-finding. The board was motivated to issue this challenge by two forces: 1) it felt it was right, and 2) it felt it was party to an organizationally sponsored test of the new legislation which did not have the support of the classroom teachers. When the association refused, the board was convinced that its perception of the dispute was correct and charged that the refusal constituted admission that the teachers would accept the board's offer. In light of this, it is not surprising that the teacher organization attributed the impasse to a "confrontation of new ideas (negotiations) with old ways (paternalism)." The association responded by requesting fact-finding and committing itself to acceptance of any recommendations to be forthcoming under the procedure.

This control conflict grew out of economic conflict. This conflict was based on strong pressures on the board to minimize costs and equally strong pressures on the association to achieve a landmark settlement. The town council had urged the board to exercise fiscal restraint in order to avoid the necessity for any increase in the local appropriation for education. The fact that a legal problem had arisen which threatened to reduce the town's revenues under the existing tax structure made such restraint politically crucial as local tax rates would have to be raised in order to generate the same total revenues. The association leadership was under comparable pressure to achieve large salary increases. This pressure came from the state Education Association which regarded District 7 as an excellent situation in which to prove the ability of local associations to utilize collective bargaining rights. The level of the local tax rate and the availability of an impasse resolution procedure clearly conditioned this perception.

In this framework, both the board and the association perceived the salary issue as the basis for a test of long run decision-making power. The salary impasse, therefore, became the vehicle for a test of the meaning of negotiations under the law. Teachers felt that recognition and legal support for bargaining had produced a basic change in the distribution of decision-making power. The board of education perceived no such change as was reflected in the absence of any modification of its approach to salary discussions with the association.

District 8

The negotiations in District 8 followed a pattern which was remarkably similar to that which occurred in District 7. The teacher organization submitted its proposals in February. The board did not respond until May and did not make a concrete salary offer until August 1964.

The joint salary committee of the union and association originally demanded salary increases which would have cost the district about $55, 000 for the 1964-1965 school year. Specifically, it demanded an increase in the B. A. schedule from $4700 - $7625 to $4800 - $8028 and an increase in the M. A. schedule from $5000 - $8225 to $5200 - $8628.

The board's initial response was entirely negative and read, in part, as follows:

> The committee feels that your proposal would serve no purpose even as a starting point for discussion, and that upon its reconsideration in the light of reality your committee would aggree that a revised and more realistic proposal would serve not only as a basis for discussion of our mutual problems but for their interpretation to and understanding by the community.

When the board did make a concrete counterproposal, it offered a B. A. schedule of $4900 - $7626 and an M. A. schedule of $5200 - $8425. The salary adjustments offered by the board were more concentrated at the lower ends of the schedule than those demanded by the teacher organization. The adjustment to be made in the B. A. schedule in the board's offer would have given increases only to those teachers in the first seven steps. This would have facilitated recruiting, as the district gave salary credit for up to seven years of teaching experience outside the district. It was, however, unacceptable to the teacher group, as close to two-thirds of the staff was above the seventh step of the B. A. schedule.

Negotiations again degenerated into debate. This was explicitly recognized by the tripartite panel established under state law to attempt to resolve the impasse. This panel advised the parties in its formal report:

> These discussions should not be in the atmosphere of a debate or contest but should permit the parties to present adequately their positions on whatever question is under discussion. The statute does not give either the Board of Education nor the representatives of the teachers any right to cross-examine each other....

The board finally ended the debate by setting the district tax rate and unilaterally adopting the salary schedule it had proposed. The teachers responded by declaring an impasse under state law and requesting the establishment of a tripartite Adjustment Panel.

The conflict underlying this impasse was control in nature. The basic issue was the right or power to determine local tax rates and, hence, the long run status of the system. This conflict over decision-making power was reflected in a series of direct challenges to the status of the parties. The board's challenge to the salary committee took the form of a unilateral decision on tax rates and teacher salaries. This action was supported by a charge that teachers were "worshipping at the altar of procedure without regard for substance or reality." It also charged that the demands of teachers reflected the interests of the chairman of the committee and not teachers. The chairman of the committee responded by challenging the representative status of the board's negotiating committee. On the basis of public statements made by the board members at the time they were campaigning he charged that the three-man subcommittee of the board, and particularly the chief board spokesman, were not representative of the entire board of education. The fact that the board member who served as spokesman in negotiations represented one of the town's tax conservative wards provided further ammunition for the teacher organization.

As was the case in District 7, there were definite economic and political forces underlying the appearance of control conflict. The community, and particularly the Catholic segment of it, were felt to be extremely resistant to any school tax increase. The fact that the Catholic segment of the community held direct political control over four of eleven board members due to the election of the members by wards made the board highly sensitive to this sentiment. This set of pressures produced a strong incentive for cost minimization. Specifically, the board argued that it was not necessary to increase salaries at the top of the schedule in order to retain qualified teachers. It also asserted that the community did not feel that teachers were underpaid and would not be able to understand why teachers were worth more in one year than they had been in the previous year when there was no visible change in their abilities or productivity above and beyond an additional year of experience which was already recognized by annual service increments. These arguments were simply summarized in the board's initial response to the teacher's proposals:

> . . . the proposal is totally unrealistic from a cost standpoint and unsubstantiated except for the implication that tax-wise the (district) can afford to bear the costs.

This cost minimizing approach created strong political threats to the chairman of the salary committee. Most teachers were at or near the top of the salary schedules. The ability of the union to achieve a reversal of its downward trend in membership, therefore, depended on securing large increases at the top of the schedule. The chairman of the committee was encouraged to believe that he could secure such increases by two factors. First, the board did have some discretionary power to raise local school tax rates. Second, an impasse resolution procedure did exist under state law and would be used as the basis for true collective bargaining.

Conclusions

The impasses in the eight districts cannot be fitted neatly into the pure types of conflict identified earlier. There are two reasons for this. First, a board of education and a local teacher organization may view a dispute in different terms. Second, the nature of conflict as defined by the adversary incentives of the parties may shift over time. Both of these phenomena were observed in the districts studied.

In all of the districts studied, there is some evidence that the teacher organization and/or the board of education originally approached negotiations as a rationally based decision-making process and regarded conflict as factually based when it first appeared. In general, these views led to the appearance of conflict over what community support or total resources could or would be.

The rational orientation of teachers toward conflict and negotiations was the result of three interrelated forces. First, such an orientation was consistent with their professional self-image and previous approaches to salary schedule determination. Second, it was consistent with the nature of teacher aspirations and with the stated views of boards of education regarding the desireability of teacher salaries set on the basis of absolute equity or social worth criteria. Finally, it was a natural correlate of the teachers' perceptions of the balance of power in the relationship. The essence of this perception was that a change in the environment of the relationship now required the board of education to accept the teachers' "rational" or factually-based judgment of the needs of the system where previously teachers had been forced to accept the board's judgment.

The rational orientation of the boards of education was a reflection of two factors. First, most boards of education did not perceive that the entire district budget could become the subject of negotiations in the process of bargaining over salaries. This was the result of earlier experience with salary schedule determination in an informal or non-negotiation basis under which teachers had been forced to accept the board's decision as to the total amount of resources available for salary increases. Second, the boards did not perceive the same changes in the balance of power in the relationships as did teachers or the leaders of the teacher organizations.

In all of the districts, rational conflict gave way to economic conflict. The basis of such conflict was the fact that in none of the districts could the teachers' demands be met within the framework of the total resources anticipated by the board of education without some change in the allocation of resources within the system.

This experience implies that the professional dimension of the employment relationship in local school districts has not served to modify the traditional economic conflict basis of collective bargaining. Although the sample is small, there is evidence of a basic economic conflict between teachers as employees and the community as stockholders of the system. The community's interest in total cost minimization and quality maintenance dictates that teacher salaries be set on a residual basis after decisions have been made regarding the size of the total budget and the size of appropriations for non-salary or working condition aspects of the system. The teachers' interest in equity as the basis for resource allocation leads them to reject such an approach and insist that their demands be given priority in budget formation.

The extent of this basic economic conflict appears to be determined by the nature of the community and the past history of the relationship between teachers and the board of education. The nature of the community determines the strength of its interest in the district's budget. The age of a relationship influences the level of teacher expectations.

The short run economic goals of a community regarding the public school system, in the districts studied, were a function of the following variables:

1) the trend and level of the absolute demands made on the system;
2) the level and incidence of the financial demands placed on the community by the system;
3) the percentage of the community which is the direct beneficiary of the public school system.

The age of the collective bargaining relationship in the districts studied was correlated with the level of teacher expectations regarding the outcome of negotiations. In Districts 1, 3, 4 and 7, where the relationships were new, teachers entered negotiations with particularly high expectations. These expectations reflected the following forces:

1) accumulated frustration arising out of a history of impotence in the decision-making process;
2) reinforcement of these frustrations by the leadership of the organization as a result of the pressures of coercive comparisons focused on them by the competition between the AFT and the NEA;
3) perception that the appearance of collective bargaining produced a drastic change in the distribution of decision-making power which made it possible to achieve all their aspirations in the short run.

Some or all of these same forces were at work in the other districts, where the teacher organization-board of education relationships were older. They did not produce the same type of expectations.

The form taken by economic conflict in the districts studied was also a function of the age of the relationship. In Districts 1, 3 and 4, economic conflict centered on the internal allocation of resources. In all cases, teachers advocated cuts in non-salary areas of the budget in order to provide funds for increased teacher salaries and benefits. In the remaining districts, teachers focused their attention on the possibility of increased community support as the basis for salary increases. Concern for quality may become a more important factor in negotiations as relationships mature.

In three of the districts, economic conflict evolved into conflict over control of basic policy decisions. At issue in Districts 2, 7 and 8 was control over the level of local support. This issue was a natural outgrowth of the concentration on salary issues in negotiations. As the scope of bargaining expands in these and other districts, different basic policy decisions may also be the focus of control conflict. There is evidence that this is already the case in the relationship between the UFT and the board of education in New York City.

A comparison of Districts 2, 7 and 8 with the other districts in the sample indicates the existence of three factors which may account for the appearance of control conflict:

1) absence of a voluntary commitment on the part of the boards of education to collective bargaining;
2) the existence of significant control by the boards of education over total resources in the short run;
3) the existence of close political ties between the boards of education and the community.

These three factors forced the board of education to side with the community in economic conflict rather than to serve as the mediator of such conflict. The absence of a commitment to collective bargaining and control over resources eliminated any escape from this conflict and forced the boards to perceive the dispute as a challenge to their ability to serve as sovereign decision-makers.

In terms of the sample of districts studied, there is evidence that change in the nature of a relationship and inexperience with the new decision-making process may be an important factor in the appearance of control conflict. In each of the three districts a subtle change had occurred in the basis of the teacher organization-school board relationship. In District 2, this change took the form of a turnover of board membership which eroded the voluntary basis for collective bargaining. In District 7, it took the form of a change in the legal environment without a change in local attitudes. In District 8, it took the form of a turnover in the leadership of the joint salary committee and an attempt by the leader to make the most out of an existing relationship. These changes tended to place the responsibility for negotiations in the hands of individuals who were inexperienced in bargaining. This made itself felt in the form of direct challenges to the basic values and representative status of opposing parties.

These types of changes are, of course, most prevalent when collective bargaining is first mandated by law as was the case in District 7. The experience in Districts 2 and 8, however, indicate that new relationships, in the formal sense, are not the only ones which can generate control conflict. A change in bargaining strategy or in the scope of bargaining may provide the basis for such conflict. This latter possibility is of particular significance given the tendency of the scope of bargaining to expand as relationships mature. As this occurs, the community's interest in the quality of education is likely to supplant its interest in the cost of education as the basis for control conflict.

If the experience in the eight districts studied is typical, one would expect large numbers of impasses in local school districts in the next few years as collective bargaining continues to spread. The basis of these impasses will not be disagreement over facts or means to short run goals which are agreed upon by the parties. To the extent that experience and acceptance of collective bargaining characterize school management, impasses will reflect economic conflict between teachers and the community. To the extent that inexperience and lack of acceptance of collective bargaining characterize management, such impasses will reflect conflict over the control of policy decisions and long run goals.

In the long run, the potential for an increasing incidence of impasses based on control conflict may be significant. As professionals, teachers can be expected to seek some influence on or control over a broad range of decisions in the system. Such influence or control is part of the nature of a profession. It conflicts, however, with the concept of lay control and challenges the status of the board of education as the sovereign representative of the community. Thus, it is possible that the public and the professional dimensions of the employment relationship will themselves generate serious conflict of a type which is relatively rare in mature relationships in the private sector.

IV. THE EXERCISE OF POWER

The legal framework within which a board of education operates gives the board the right to make final, unilateral decisions on all policy issues. This legal right is not altered by the existence of a collective bargaining relationship. Given no-strike public policies, the board also enjoys the right to force teachers to accept its decisions or terminate their employment in the district.

This legal model of the decision-making process in local school districts is the basic framework of the impasse resolution problem facing teachers. The problem, simply stated, is one of identifying mechanisms for the exercise of power by teachers which will create a serious challenge to the legal decision-making power of the board. It is only through the exercise of some form of power that teachers can induce a board of education to compromise and seek accomodation after an impasse has been reached.

School management, the NEA and the AFT have taken quite different policy positions as to the appropriate or optimal means for resolving impasses through the exercise of power. These policies vary with respect to both the nature of power and the mechanisms to be used in the exercise of power.

School management has placed its primary emphasis on a factual approach to issues and on rational persuasion as the basis for dispute settlement. This view is reflected in the following policy statement of the American Association of School Administrators:

> In those few, highly unusual instances where major controversy threatens to disrupt the schools, an appeal to an unbiased body should be available to either the board or the teachers, or both. The function of this third party should be limited to fact finding and to adversary assistance.... It should be made clear that such a study would be conducted without disruption of the schools. A report should be made to both the board of education and the staff.[19]

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[19] American Association of School Administrators, Roles, Responsibilities, Relationships of the School Board, Superintendent and Staff (Washington, D. C.: AASA, 1963), 14.

This policy has been implemented in the form of local district formal impasse resolution procedures. The basic assumption underlying this approach is that both teachers and school board members share a commitment to a common goal and are willing to accept a factual determination of what is required to reach that goal.

The NEA has placed its primary emphasis on impasse resolution mechanisms which involve the community in the dispute on a rational basis. Its approach involves use of formal impasse resolution procedures which result in a set of recommendations for settlement of a dispute. These recommendations are generally made public and are enforced or supported by the possibility of imposing Professional Sanctions. The function of Sanctions is to apply long run economic power against the community to induce it to accept the results of a rational approach to issues and to communicate such acceptance to the board of education. This is explicitly recognized in the definition of Professional Sanctions as:

> ...imposing of a deterrent against board of education or other agency controlling the welfare of the schools; bringing into play forces that will enable the community to help the board or agency to realize its responsibility.[20]

The basic assumption underlying this approach is that the community, as stockholders of the system, is sufficiently concerned about public education to be sensitive to rational persuasion and/or long run threats to the quality of education.

The AFT has relied primarily on the strike weapon and economic power as the basis for dispute settlement. This approach is aimed at the consumers of education and operates in the short run. The assumption underlying this approach is that, in the absence of readily available short run substitutes for public education, the community cannot and will not tolerate an interruption in the flow of public educational services.

It is the purpose of this chapter to analyze these three approaches and to assess the validity of the assumptions which underlie them. The basis for this analysis will again be the experience in the eight districts.

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[20] National Education Association, Guidelines for Professional Sanctions (Washington, D.C.: NEA, 1963), 9.

Power Potential

There are three primary parties to impasses in collective bargaining relationships in public education: 1) the teachers and the teacher organization; 2) the board of education and school management generally; and 3) the community as stockholder and consumer of the system. Each of these parties enjoys some decision-making power by virtue of short run or long run control over resources required or valued by the other participants. It is the balance of power between these three parties which ultimately defines the impasse resolution process in public education.

The Teachers

Teachers enjoy two types of power over boards of education and communities. The first is economic power based on control over the quantity and quality of teaching resources available in or to the system. The second is rational power based on control over information and professional expertise.

The ability of teachers to control the quantity and quality of teaching resources available to the system depends, in the short run, on their willingness to withhold services in violation of public policy and, in the long run, on their willingness to seek employment elsewhere and ability to assume the costs of such movement. The exercise of either of these types of control over teaching resources impairs the operating efficiency of the system and reduces the community's return on its investment in public education.

The rational power of teachers is a function of their status as professionals rather than employees. In theory, professionals are the best qualified to judge the needs of clients because they control the practice of their art. In practice, this control does provide the teacher with a quasi-monopoly of information regarding the educational process. In addition, a teacher organization does have access to information from the profession on practices and procedures outside the local district. The use of this information is designed to create implicit doubts in the minds of lay board members or private citizens as to the quality of education available in the schools. In the absence of an operational short run definition of quality education, these doubts represent the present value of the long run costs associated with inferior education or an inferior public school system.

School Management

A board of education possesses the same two types of power over the other participants in the impasse resolution process as do teachers. Its economic power is based on its legal right to make final decisions regarding the short run allocation of resources within the system. Its rational power is based on its control over information regarding the operation of the system and the expertise it enjoys by virtue of its responsibility for the overall educational program.

The short run control of a board of education over resource use gives it the power to prevent both teachers and the community from achieving their goals for the system. It can clearly refuse to allocate sufficient resources to teacher salaries to provide for the salary schedule desired by teachers. It can also refuse to allocate resources to provide programs or facilities which are sought by the community or any segment of it where such programs are not mandated by state law. The exercise of this control of resources, thus, can clearly create significant economic costs for either teachers or the consumers of education.

A school management also controls information regarding the operation of the school system. This control gives it a measure of rational power over both teachers and its own constituents. The fact that most classroom teachers and private citizens know little of the technical aspects of school system operation --particularly budgetary processes and requirements--makes this control over information and technical expertise a potentially significant basis for the exercise of power. Its effectiveness is based on implied or threatened long run costs associated with the introduction of inefficiencies into the operation of the public schools.

The Community

The community enjoys political power over a board of education. It also enjoys economic power over teachers. Both of these types of control can be exercised only in the long run rather than in the context of negotiations. The threat of the exercise of these forms of control, however, can be a factor in negotiations.

The political power of the community rests in its ability, as stockholder of the system, to alter the composition of the board. This control can only be exercised when elections of school board members or the public officials who appoint board members are held. In the short run, the community can only threaten the exercise of such control through an expression of its views to the board of education through various spokesmen. These views constitute a mandate which is supported by the right of the community to withdraw political support from those who do not accept the mandate.

The economic power of the community rests on its long run control over local support of education. The community represents the product market for public education and can impose the same limitations on teachers as the product market in private industry imposes on employees. These limitations, however, can only be imposed at discrete intervals and are not complete. State and federal aid to local school districts are beyond the direct control of a local community. Local support of education is subject to review only at intervals ranging from one year, in fiscally dependent districts, to three or more years, in fiscally independent districts. In the interims, the community can only threaten the future exercise of control over resources in an effort to exercise economic power.

Impasse Resolution Models

The structure of the relationships between the participants in the impasse resolution process in conjunction with the types of power available to teachers suggest the existence of three general types of approaches to impasse resolution:

1) a rational approach based on private persuasion;
2) a political approach based on public persuasion;
3) an economic approach based on the short run economic power of teachers and the board of education.

A rational approach to impasse resolution is based on the exercise of rational persuasion by teacher organizations and boards of education directly against one another. Either of the parties may attempt to convince their opposite number that the position of that opponent is unreasonable. Such attempts may take any of three forms: 1) a direct face-to-face confrontation based on factual evidence; 2) use of an expert consultant in negotiations; or 3) use of a neutral party as a mediator or fact-finder without power to make public recommendations. It is these types of approaches to impasse resolution which are most consistent with the policies of the AASA.

The direct exercise of rational power by teacher organizations and boards of education against each other is a natural extension of pre-collective bargaining forms of interaction. In this process, teachers can and have utilized the research facilities of state and national teacher organizations. In addition, they have also utilized the personnel of these superior organizations as consultants in negotiations. Boards of education can and have responded by utilizing the information available to them regarding the school system in one or more of the following ways: 1) factual presentations to the leaders of the teacher organization; 2) dissemination of written information to teachers; and 3) use of building principals to present and discuss the board's position. In addition, boards of education may also utilize the superintendent as an expert consultant in negotiations.

Rational power may also be exercised by either party against the other through a neutral third party whose function it is to hear the arguments of both sides and arrive at an independent judgment of the balance of equity in the dispute for the benefit of the disputants. This will be the case where a third party is called upon to act as a mediator or fact-finder on a private basis without the power to make public recommendations and thereby involve the community in the dispute. The absence of provision for public disclosure is crucial as it prevents political forces from interfering with a purely empirical approach to issues.

The basic assumption underlying these purely rational approaches to impasse resolution is that both teachers and school board members share an overriding commitment to quality education and are willing to accept a rational determination of what is required in the short run to move toward this goal. This assumption implies that the teachers, as well as the board, fear that "quality education" may suffer if either party resorts to political, and, ultimately, economic power to gain desired ends. It also implies either that the community is committed to quality education as defined rationally or that the board of education is willing to accept any political risks associated with leading the community toward this goal. Since the community is not involved in these approaches to impasse resolution, it is confronted with the results of these approaches to impasse resolution as a fait accompli. In the short run the community must accept this result given the board's legal right to allocate resources and, in the long run, is expected to accept voluntarily the results because they reflect rational forces.

A political approach to impasse resolution directly involves the community in the settlement of issues. The essence of such an approach is reliance on the community as stockholder of the system to act as arbitrator of the dispute. The primary characteristics of a political approach are: 1) exercise of rational power by both parties vis-a-vis the community or some representative of it; and 2) exercise of political and/or economic power by the community against the disputants. This type of approach is most consistent with the NEA's views on impasse resolution.

In general, ample opportunities exist for both a local teacher organization and a board of education to attempt to persuade the community to accept its position in a dispute. Both the leaders of a teacher organization and individual board members are likely to have easy access to local news media simply because the schools, and particularly conflict in the schools, are important news in most communities. In addition, both have access to the leadership of community groups such as PTA's and organized labor which have some interest in the schools. Teachers may supplement this access to the community with recourse to various types of unilateral action such as mass marches or paid advertisements which are designed: 1) to make the community aware of the dispute; 2) to induce the community to form an opinion on the issues in dispute; and 3) to shape these opinions and force the community to communicate them to the board of education. A board of education has no direct counterweapons to these types of unilateral action, as they represent exercise of the right of free speech. This is significant only to the extent that such actions may have inherent in them some element of economic power as opposed to pure rational persuasion.

Impasse resolution procedures which provide for mediation or fact-finding which can or must result in the issuance of public recommendations for settlement of the dispute by the third party also represent political approaches to impasse resolution. Under this type of procedure, the third party becomes the focus of the exercise of rational power by teachers and the board. The substitution of a third party for the community as the focus for rational power or persuasion in the first instance may serve to: 1) establish a balance of power between the teachers and the board by undermining the ability of teachers to utilize unilateral action and 2) provide for a more rational determination of the balance of equity in the dispute by substituting a "neutral party" for the "interested community" as the party which bears the initial responsibility for the decision. Once the third party issues a set of recommendations, his personal and rational power is substituted for that of the disputants in an appeal to the community. Thus, the third party also serves as the transmitter of rational power from the teachers and the board to the community.

The basic assumptions underlying the political approach to impasse resolution are:

1) the community is susceptible to rational persuasion, i.e., it is interested in the status and needs of its public school system;
2) the community is sufficiently interested in its schools to be willing to make its views known to the board and is, indeed,

able to do so in an unambiguous way;

3) the board of education is sensitive to the views of the community in the short run.

A comparable set of assumptions must be made about teachers. Specifically, one of the following must be true:

1) teachers are sensitive to rational power as exercised by either the board or the third party;
2) teachers are sensitive to the decision made by the community under rational persuasion as that decision is articulated through the political process;
3) teachers are not willing or able to challenge the decisions of the community and the board which result from a political approach to impasse resolution, i. e., they will not or can not challenge the decision made by the board after use of a political approach.

An economic approach to impasse resolution is based on the willingness and ability of teachers to withhold their services. Such action serves to involve the community in the dispute in its role as consumer of public education. The community is called upon to arbitrate the dispute on the basis of economic rather than rational criteria and to impose its decision on the disputants through political processes.

There are a number of means available to teachers through which they can exercise control over the quantity or quality of teaching resources. Included among these are: 1) strikes; 2) mass resignations; 3) sanctions; 4) mass sick leaves; 5) refusal to conduct extra-curricular activities; and 6) a reduction or distortion of classroom effort. Each of these actions serves to reduce the quantity of educational or babysitting services received by the community from the public schools at any point in time. The problems involved in deferring demand or in finding a substitute source of such services should make these costs significant in the short run. These costs are designed to serve as an offset to whatever costs are involved for the community in accepting the demands of teachers.

A board of education has a series of counterweapons to the withholding of services by teachers. Their basic weapon is their right to make a final decision on all policy issues. This right is supported by the availability of two optional courses of action under law. Strikes and other forms of collective work stoppages are illegal and can be enjoined. This subjects the teacher organization and its leaders to possible fines and imprisonment. Teachers who participate in such activities also violate the law and/or their individual contracts and thereby remove themselves from the protection of tenure laws. This subjects them to dismissal by the school district.

A third party may become involved in impasse resolution as part of an economic approach. The function of a third party in this case is to serve as the transmitter of the political pressures generated by the exercise of economic power to the disputants. Where the third party controls resources required for settlement of the dispute, he should act as a negotiator or mediator. Where he does not control such resources, he will act as a mediator or arbitrator of the dispute. In either case, he will approach issues on the basis of relative economic power as this power is reflected in the community reaction and political pressure focused on him.

The assumptions underlying an economic approach to impasse resolution are simple. On the community's side, the following must be the case:

1) public education must have some definite value to the community;
2) channels must exist for the transmission of any community reaction to a reduction in the quantity or quality of education to the board of education;
3) the board of education must be sensitive to this political pressure in the short run.

A comparable set of requirements exist in the teacher side of the relationship:

1) the exercise of economic power by teachers must involve

some significant economic sacrifice in the short run;

2) boards of education must be willing and able to use their counterweapons;
3) teachers must be sensitive to the values of the community, including those embodied in court decisions and injunctions.

Experience in the Districts

District 1

The 1962 negotiations in New York City can be dividied into three phases with respect to the type of power exercised by teachers. The first phase occurred prior to the assumption of the responsibility for negotiations by the board of education. The second phase occurred between that point and the occurrence of a strike in early April. The final phase involved the strike itself.

In the first phase of negotiations teachers attempted to utilize factual evidence and rational persuasion as the basis for negotiations. This was particularly evident in the attempt to develop an "ideal" salary structure and in negotiations over non-wage issues. To some extent, this type of approach was facilitated by two factors. First, the superintendent served as the representative of management. Second, publicity about negotiations was limited by mutual agreement.

When a deadlock was reached over the size of the total package of salary increases, the union threatened a strike. This threat was designed to substitute political power for rational power as the basis of negotiations over salaries. The initial reaction of the board of education was to undertake direct negotiations with the union instead of working through the superintendent. Under the pressure of the strike threat some additional concessions were made by the board through internal budget reallocations in favor of teacher salaries. These concessions failed to satisfy the union's demands and by the end of March, it was clear that internal budget shifts would not enable the union to achieve its $33.6 million goal. At this point, the union reiterated its strike threat and set a definite strike deadline.

There is ample evidence that this second strike threat was aimed directly at the mayor. The mayor was the most likely candidate to supply the additional funds for the board of education which were required if the union was to achieve its goal. The union's negotiating committee viewed the situation in these terms. In its deliberations regarding the calling of a strike it explicitly framed its decision in terms of "whether or not a strike will force the mayor to move." The conclusion reached by one of the committee members was, "Politically, a strike would be disastrous for Wagner (the Democratic mayor) especially if the Governor (Rockefeller, a Republican) came up with the $48 million."

The two week time lag between the setting of the strike date and the strike deadline was designed to permit the mayor time to act. This he did, as did the Governor. The parties were called upon to meet first with the mayor and then with the Governor to explain their problems and positions. The mayor attempted to mediate the dispute. The result of this mediation was a proposal to appoint a special committee to investigate additional sources of revenue for the city and the board of education. Implicitly, this proposal contained a promise of additional funds which was attractive to both sides and particularly the union. The appointment of the panel served only as a vehicle to ease the mayor's political problems in raising additional revenue.

The mayor's suggestion that an impartial panel be appointed to investigate sources of additional funds for the school system was accepted by both the president of the board of education and the leaders of the union. The membership of the union's Delegate Assembly, however, voted to reject the mayor's suggestion and go ahead with the strike as scheduled. The strike did take place in April 1962. The board of education did keep the schools open but also formally voted not to seek an injunction against the strike and not to impose the penalties against strikers provided for under the Condin-Wadlin Act.

In response to the strike, both the mayor and Governor intervened in the dispute and took action to augment the resources available to the board of education. The governor secured a ruling from the state attorney general which enabled New York City to treat its state aid to education receipts as being on a deferred basis, rather than on a current basis. This permitted the City to borrow against future quarterly aid payments. Since aid for 1962-1963 was to be at the quarterly rate of $62 million as opposed to $48 million in 1961-1962, this produced a one-time $14 million windfall for the City. The mayor exercised the City's right to borrow against deferred state aid payments and allocated the proceeds, less interest to be paid, to the board of education.

The impasse was not finally resolved by this action, although the union did end its strike. A dispute arose as to the allocation of these resources within the system. The board claimed that the funds had been appropriated for "educational purposes." It asserted that restoration of the cuts in non-salary areas of the budget made in negotiations before the strike should be the first use of the funds. The union claimed that the funds had been appropriated for teacher salaries and benefits and supported this claim with a threat to resume its strike.

District 2

In District 2, the impasse began when the board of education adopted a salary schedule on a unilateral basis after a single unproductive negotiation session with the union. The union's initial response was an attempt to conduct further discussions with the board of education. These attempts continued for about six months (April to October).

This rational approach to the salary dispute produced no satisfactory results as far as the union was concerned. The union, therefore, sought to change the basis of negotiations from rational to economic power and conducted a strike in mid-October. The board of education sought and received an injunction against the strike. The union was then faced with a decision as to whether or not it should respect the injunction. It decided to return to work largely because the Governor of the state intervened in the dispute. Such intervention was acceptable to the union because it offered a political approach to the dispute as a substitute for both the ineffective rational approach and the illegal and potentially expensive economic approach.

The Governor called representatives of both sides to his office when he perceived that the strike might continue despite the injunction. The fact that the district was adjacent to the state capitol was undoubtedly a factor in his decision. His primary goal was to mediate the dispute in order to avoid the political embarrassment of a prolonged illegal strike. To accomplish this he enlisted the aid of the state commissioners of education and labor.

Mediation resulted in a "gentleman's agreement" which was issued as a formal set of recommendations for settlement of the dispute by the Governor. This agreement called for the union to accept the salary schedule adopted unilaterally by the board of education in the preceding March. As a quid pro quo the board was to agree to negotiate over a salary schedule for the following school year within a specified range for the M. A. maximum--$7500 to $7800.

District 3

The local impasse resolution procedure contained in the formal policies of the district was used to resolve the impasse in this district. This procedure called for the creation of a tripartite fact-finding panel which was empowered to make formal recommendations for settlement of the dispute.

This procedure was perceived by the parties as little more than an extension of negotiations. This was indicated in the nature of their choice of representatives on the panel. The association chose an official of the most influential union in the area, the UAW. The board selected the president of the local Chamber of Commerce. As could be expected given the backgrounds and biases of these representatives, they considered and rejected a large number of candidates for the third and neutral member of the panel. They were finally able to agree on a judge who lived in the district and was elected there also. Both sides regarded this judge as a politically sensitive individual.

Each of the disputants submitted a written statement in support of their positions in the dispute. There was not sufficient time for the disputants to work closely with their representatives on the panel in developing their statements or to provide their representatives with background information on the dispute or the district. This tended to prevent the representatives of the disputants from serving purely as negotiators for their constituents. The fact that no attempt was made by the panel to secure additional information either from the parties or from other sources tended to further force the representatives of the disputants to rely on their own personal views in their work on the panel.

In this situation, the neutral member of the panel became the crucial element in the decision-making process. He used a split-the-difference criterion in taking a position, but applied this criterion to the opening positions of the parties rather than to their positions at the time the impasse was declared. This approach was clearly consistent with the political pressures surrounding the judge by virtue of his position outside the impasse and represented little more than an attempt to minimize his own long run political costs.

This split-the-difference criterion produced a position which closely approximated that of the board at the impasse stage. It was, therefore, highly acceptable to the board's representative on the panel. The teachers' representative, however, was strongly opposed to it and attempted to move the judge away from this arbitrary standard, first by rational arguments and later by emotional appeals. He sought initially to introduce such factors as the cost-of-living in the community and the growth needs of the system into the judge's deliberations. When this failed, he took the position that the use of the split-the-difference criterion constituted an insult to teachers and the education profession, as it served only to place a premium on unreasonably large opening demands. When this approach also failed, the teachers' representative filed a minority set of recommendations. These recommendations called for a total package which fell somewhere between the final positions of the disputants. Specifically, he recommended acceptance of the teachers' salary demands, such acceptance to be financed, in part, by a reduction in the package of insurance benefits already agreed upon by the parties.

The board of education accepted the majority recommendations of the tripartite panel, as these recommendations upheld the position of the board. The association, however, rejected the majority recommendations.

The association's rejection of the recommendations came in an open meeting of the teaching staff. Of 700 teachers in the district, 252 attended this meeting and rejected the recommendations by a vote of 247 to 5. In light of the fact that the association claimed a membership of approximately 90 percent of the staff, it seems likely that the most militant segments of the staff were heavily over-represented in the decision. The superintendent and members of the board had been invited to attend this meeting. The purpose of these invitations and the implicit function of the meeting was to transmit to school management the commitment of the staff to the $5400 base salary. In the course of the meeting, suggestions were made from the floor to withhold contracts, strike, and apply various forms of sanctions. These suggestions were not encouraged by the leadership during the meeting, although they may have been solicited or encouraged prior to the meeting, and they were not acted upon.

The impact of the teachers' rejection of the majority recommendations and their suggestion of sanctions was to generate a political approach to the salary issues in place of the "rational" approach implied by the use of the panel. The basis of this approach was a kind of psychological warfare based on the economic power of teachers and the community's sensitivity to the quality of education. In a broader sense, the use of this approach signified an unwillingness of teachers to accept either a rational or political decision on the salary issues.

District 4

The impasse in this district was also resolved through an impasse resolution procedure contained in local district policy. Neither party questioned or resisted use of this procedure. Both regarded the procedure as the basis for a factual determination of the balance of equity in the dispute. Neither perceived that such an approach could be detrimental to their interests. This perception was the result of two factors: 1) both sides had developed highly elaborate factual arguments for their positions prior to negotiations which led them to believe they were right; and 2) both sides enjoyed some control over the composition of the panel.

The procedure called for the creation of a five-man fact-finding panel composed of two representatives of each disputant and a neutral member chosen by these representatives. All members of the panel had to be taxpayers in the district and none could be either teachers or board members. The teachers selected a young local lawyer and the manager of a small manufacturing plant. Both men were generally regarded as being sympathetic to the needs of teachers and the school system. The board chose a farmer and the vice-president of the local bank as its representatives. Both men were felt to be fiscally competent and conservative on tax issues. The neutral member of the panel, selected by these four, was a dentist who was perceived as being sympathetic towards the school system.

The disputants submitted formal briefs to the five-man panel. The teachers' presentation was a particularly long and elaborate document which contained a great deal of data on teacher salaries elsewhere in the state and on teacher turnover. The board's presentation was focused primarily on its overall budget and the funds available within it for salary increases. The panel did not satisfy itself with working within the framework of these presentations. It elected first to meet with each side independently in order to determine the exact basis for each of their positions. In the course of these meetings, the panel discovered that both sides had not reached their reservation points prior to the impasse. It also discovered that much of the data submitted by the association was supplied by the state association and reflected a selective sample of state rather than local experience. Finally, the panel learned that the disputants disagreed on the revenues to be available to the board of education for the following year due to the use of different bases for estimating state aid.

In the light of these discoveries, the panel decided to undertake a thorough investigation of its own. In order to accomplish this, various members of the panel were given the responsibility of gathering information in those areas in which they enjoyed a relative advantage. This type of specialization implies that the adversary lines within the panel were, indeed, very weak and may have served to further weaken them. The investigation focused on three general areas: 1) the level of state aid; 2) the level of revenues from local school taxes; and 3) the operation of the district including such factors as teacher recruitment and turnover. In all of these areas, the panel relied heavily on the superintendent as an expert consultant.

Based on its investigation, the panel attempted to arrive at its own estimate of the resources to be available to the board for the following year. It also reconstructed the district's budget, item by item, calling on the superintendent to explain and justify each use of funds. The result of this process was determination of a maximum total amount which could be used for salary increases in the following year. It was at this stage that the differences in the biases of teacher and board representatives on the panel came to the surface. The total salary package figure was determined by a majority vote with the most conservative member of the panel objecting to the decision.

Once the maximum figure was set, the panel was able to draft a unanimous set of recommendations on how this money should be allocated within the salary schedule. In doing this, the panel did not confine itself to the framework set by the demands of the teachers. The local association had focused its demands on the B. A. column where most of the teachers were placed. It had justified its demands by reference to teacher turnover and the recruitment needs of the system. The panel, based on its investigation of the system, concluded that neither turnover or recruitment were major problems in the district and rejected the association's demands. The panel discovered, in the course of its work, that few teachers in the district held the M. A. degree. It decided to invest a large percentage of available salary funds in the M. A. column of the schedule. It recommended a substantial increase in the B. A. - M. A. differentials at the expense of the length of service differentials on the B. A. column which were favored by the association under its proposal for an index schedule.

The recommendations of the panel in this case clearly represented output of a highly rational approach to impasse issues by a relatively disinterested group of private citizens. In general, the members of the panel learned a great deal about the operation of the system. This was recognized by the education association when it asked two members of the panel, one of its representatives and the neutral member, to run for the board of education a year after the impasse occurred.

The recommendations of the panel were made public through the local news media. This served to deprive the parties of a measure of control over the final decisions on the issues and over the disposition of the recommendations. This is significant for two reasons. First, it forced both sides to accept or reject the recommendations. Second, the members of the panel themselves indicated a lack of confidence in their knowledge of the system and an uneasiness about the decisions they had been called upon to make. Two of the members of the panel, each representing a different party, expressed this feeling as follows: "The administration is in a far better position than a panel of laymen to establish a budget and allocate available funds."

The association took no formal action on the recommendations. It refused to accept them but did not make a public issue out of this refusal. It decided to leave the disposition of the recommendations to the board of education and to avoid any further pressure on the community. This decision was dictated by a lack of time or resources with which to effectively challenge the panel's decision, particularly since its own representatives on the panel had agreed to the recommendations.

District 5

The resolution of the impasse in District 5 involved a complex series of events in which several distinct approaches to conflict resolution were used. The association's responses to the impasse involved an initial attempt to secure a rational approach to issues followed by the exercise of economic power. This sequence was duplicated at a later stage in the process of settling the dispute.

When the city council cut the board's budget request in 1965, forcing the board to adopt a salary schedule below that sought by teachers, the association judged that an impasse existed and that the procedures contained in Bulletin 85 should be used. Specifically, they urged referral of the dispute to the Secretary of the State Board of Education for fact-finding and a rational approach to the salary issue. The board, however, rejected this suggestion. This decision was based on the judgment that such an approach could not provide a basis for securing the additional resources required to meet the association's salary demands.

The association responded by voting to withhold signatures from individual salary contracts for 1965-1966. In addition, it sought and secured the issuance of a "Professional Advisory" by the Connecticut Education Association. This advisory stated, in part:

> The CEA advises all present and prospective teachers in Connecticut and those graduating from teacher-preparing institutions anticipating employment in (District 5) not to teach in (District 5) until effective corrective action has been taken to rectify the continuing educational deficiencies....

The result of this action was to substitute economic power for rational power as the basis for community involvement in the dispute.

This substitution provided the political justification for a return to negotiations by the board of education during May and June. The substitution also provided the incentive for a new salary offer by the board of education which called for a $100 increase in the minimum salary and larger increases at the top of the schedule. This offer was accepted by the leaders of the association but rejected by the membership.

At this point, the state legislature adopted Public Law 298 which established a formal basis for collective bargaining in local school districts. The association immediately shifted its attention from the salary problem to the requirements for securing formal recognition under the law.

A representation election was held in September 1965. It resulted in a victory for the association over a local of the union. Negotiations began in October over a contract for the 1966-1967 school year. It was these negotiations which served as the vehicle for resolution of the earlier impasse over salary issues.

The association submitted a set of salary demands which would have cost the system approximately $300,000 per year. Included in these demands was a request for an "interim" increase for the second half of the 1965-1966 school year as well as for a sizeable salary benefit increase for the 1966-1967 school year. These demands differed from similar demands made in the past in that they had been significantly inflated with respect to the actual goals of the organization. The true goals of the organization were: 1) an interim salary increase; 2) a significant increase in salaries (about $600 at the base); and 3) a maximum salary in excess of $10, 000. These goals and the bargaining strategy of the association were dictated, in large part, by the existence of a "showcase complex." The leaders of the association felt they were in a race to be the first organization to achieve a contract under Public Law 298. Specifically, the association sought to achieve a contract before the Hartford local of the AFT which was its nearest competitor (in point of time). The association was also keenly aware that its contract would be compared closely with the Hartford agreement as part of the statewide competition and propoganda war between the NEA and AFT engendered by the passage of Public Law 298.

The board's first offer on salaries called for a package of increases for 1966-1967 of $124, 000 and no increase for 1965-1966. The board's reservation point, however, was a package worth $190, 0C0. This figure represented the sum of a $150, 000 appropriation for teacher salary increases in the preliminary budget and a $40, 000 "contingency fund" for salary negotiations which was hidden elsewhere in the budget. The establishment of the contingency fund and adoption of the negotiation strategy implied by it was a reflection of three factors:

1) negotiations were to be carried out by a committee of board members, each of whom had some experience in private sector labor relations;
2) turnover in the district had risen under the impact of the Advisory with a resulting net loss of 263 years of teaching experience between 1964-1965 and 1965-1966;
3) the Advisory could be used to convince the town council representatives on the Liason Council to accept and support a "padded" school district budget as a means to secure the removal of the Advisory.

These negotiations were carried out on the basis of economic rather than rational power. Neither side attempted to document its positions. The association simply rejected the board's first offer as little better than the one which teachers had rejected the previous spring. It insisted on an interim increase and indicated that if such an increase were granted, it would seek the removal of the Advisory. The board then agreed to an interim increase which would cost it about $14, 000 in its 1966-1967 budget (April 1 - March 31). The association responded by beginning action to have the Advisory lifted. However, before such action was completed, an impasse developed over the 1966-1967 salary schedule.

Subsequent to agreement on the interim increase, the association did make some concessions on its salary demands for 1966-1967. The board responded by increasing its offer from $124, 000 to $136, 000. This offer in conjunction with the $14, 000 package of interim increases exhausted the $150, 000 formally available to the board for salary increases. The association rejected this offer. The board countered by declaring an impasse. This reflected a decision not to reveal the existence of the contingency fund simply because the gap between the board and the association was too large to permit effective use of the $40, 000 as a basis for an agreement.

Public Law 298 contained a mandatory impasse resolution procedure which paralleled in many respects that which was embodied in Bulletin 85. This procedure called for mediation of disputes by the secretary of the state board of education as a first step. The secretary was empowered at this stage to make non-binding recommendations for settlement of the dispute to the parties and to the public.

The association approached mediation as a highly rational process. It developed an elaborate brief documenting the basis for its proposals and positions and refuting the claims made by the board of education. The board also submitted a statement of its position but did not undertake the same type of empirical documentation of its stand. For the most part, it satisfied itself with supplying the information requested by the secretary of the state board of education.

Mediation was conducted by two members of the staff of the state commissioner of education. They did not confine their efforts to mediation, in the pure sense, nor did they issue formal recommendations for settlement of the dispute. They submitted to the parties a series of written "Suggestions for Further Consideration . . . ." These suggestions were perceived by both sides as constituting little more than thinly disguised recommendations for settlement. Both sides also indicated that they felt that if mediation had failed, the state commissioner would have made formal recommendations for settlement of the dispute based directly on the suggestions. Any such recommendations would have been made public under the provisions of the state law.

These suggestions or recommendations appear to have been based to a large extent on rational standards external to the dispute in question. Both parties indicated that the mediators introduced information on salaries in the state which had not been considered or presented by either of the disputants. There is no evidence that the mediators gave explicit weight to the reservation points of the parties. The suggestions involved salary increases worth about $33, 000 above and beyond the board's final offer while the board had retained its full $40, 000 contingency fund. The suggestions also failed to meet the crucial teacher demand on maximum salaries. The recommendation in this area did not even go as far as the board was willing to go within its $40, 000 overall limit. These characteristics of the suggestions make it appear that external criteria rather than the positions of the parties dictated the mediators' position.

The board was clearly willing to accept the suggestions of the mediators. The association was not. It was willing to risk public recommendations and a test of political power over the maximum salary issue. It was encouraged to accept these risks by the existence of the Advisory. It was pressured into accepting the risks by the "showcase complex" to which it was subject and by the changed public policy environment of collective bargaining. Both of these factors tended to increase the political costs associated with any failure to satisfy the expectations of constituents.

District 6

In District 6, the impasse was resolved through the use of the fact-finding procedure contained in Wisconsin law. The fact-finder in this case was a retired justice of the state supreme court. Neither of the disputants seriously considered any alternative to the fact-finding procedure or expressed any concern about the selection of a state supreme court justice as the third party by the WERB. The board of education actually welcomed use of the procedure and would have rejected any suggestion that the grievance procedure contained in local district policy, which contained provision for advisory arbitration of group grievances, be used in the dispute. The union did not consider either strike action or use of the grievance procedure. This is interesting because the membership of the union had given the leadership a "blank check" which could have led to any number of courses of action.

The procedure in this case was regarded as a natural extension of the negotiations which had been conducted on a highly rational and/or factual basis. Both parties regarded the basic issue as centered on community support rather than the desirability of granting the teachers' salary demands. The board was convinced that the fact-finder would be influenced by its arguments regarding the question of what community support would be for the next fiscal year. The union was equally convinced that an impartial third party would be swayed by its arguments as to what community support should be in the interests of adequate teacher salaries.

Both sides submitted formal briefs to the fact-finder. In addition, formal hearings were held in which the parties explained and elaborated their formal presentations. Little overt conflict appeared in these hearings so that there emerged a fairly significant body of mutually accepted factual material regarding the school system.

The fact-finder's recommendations were issued about five months after the hearings. These recommendations called for a compromise between the parties, but one which favored the union. The cost of the recommendations to the board of education would have been about $110,000 for the 1965 fiscal year, as compared with the board's offer of a package worth about $40,000 over the same period and the union's demands for a package worth about $125,000.

The fact-finder called for acceptance of most of the union's salary demands on a retroactive basis to January 1, when salary increases would have taken effect in the absence of an impasse. This was based on acceptance of the value of the median of the salaries in the sample of districts traditionally used as a basis for comparison as a goal for the district, as suggested by the union. He did, however, reject the median as an absolute standard, citing possible differences in the cost-of-living between districts and extra compensation for teachers with advanced academic training as both desirable and legitimate offsets to the median concept. He also accepted the union's arguments on the value of board-paid insurance benefits in the belief that, ". . . such payments help to retain men with families in the teaching profession."

The fact-finder implicitly rejected the board's ability-to-pay defense of its position by concluding that the community could and should assume the financial burden of raising teacher salaries. The conclusion was stated as follows:

> It has not been shown that the increases in compensation hereinafter recommended would be beyond the ability of the school district to pay, or would impose hardship or undue burden on the taxpayers.

In reaching this conclusion, the fact-finder relied heavily on three sets of facts:

> 1) There is evidence that in 1962 the residents of the city . . . enjoyed somewhat higher incomes, per capita and per household than those in nine of the other eleven cities; . . .
>
> 2) In the board of education's budget as first published and presented to a public hearing, receipts were understated by about $93,000 owing to a mistake in computing state aids. When the mistake was discovered, before the final adoption of the budget, the board of education and later the city council reduced the proposed tax rate by a commensurate amount. . . . thus they gave the benefit of the

> newly discovered revenue to the taxpayers instead of to the teachers. . . . The school tax rate in the . . . district, on an equalized basis, is down from 16.314 mills in 1963 to 15.37 mills in 1964.
>
> 3) The (district) pays somewhat more than the median amount for non-teaching school services, and devotes more than a median amount to the retirement of its debt. . . . In general the city . . . pays its police and fire department employees somewhat more than the median rates of the 12 cities.

Although the fact-finder made no specific recommendations as to how his recommendations on salaries and insurance should be financed, the above statements make it clear that he felt the board should request a supplemental appropriation from the local fiscal authorities rather than attempt to meet the costs through internal budget reallocations.

The union immediately accepted the recommendations of the fact-finder. It also decided not to make a public issue out of the recommendations but to rely solely on public disclosure as the basis for the board's action on the recommendations. This decision was consistent with their rational approach to negotiations and conflict but it was based more on the perception that any further action would result in the alienation of the historically hostile community from the school system and the teachers. Thus, it was more than willing to let the third party assume the burden of exercising rational persuasion against the population and to withdraw from any similar activities.

District 7

The impasse in District 7 was also resolved through use of the Wisconsin fact-finding procedure. The WERB appointed the dean of a law school as the fact-finder. This individual had a background in both education and labor law. Neither of the parties displayed any hesitation in accepting the procedure. The board preferred fact-finding over mediation which was suggested by a member of the WERB. The association also welcomed use of the procedure despite the fact that it was "labor-oriented."

This acceptance of fact-finding was clearly consistent with the parties' initial approach to negotiations and perception of the issues in dispute. Each was convinced that it was "right" in some absolute sense in the position it had taken. This was clearly reflected in the occurrence of debate rather than negotiations prior to the impasse. Thus, both sides favored a "rational" approach to issues and felt such an approach would be beneficial to them.

The impasse centered on the size of salary increases to be granted, particularly to long-service teachers. The association demanded a $25 increase in yearly service increments, although it had indicated in the course of negotiations that it would accept increases of only $15. The total cost of all association salary demands was about $200, 000; the board's overall salary offer was valued at $140, 000.

The fact-finder's recommendations called for acceptance of virtually all of the association's demands. On the crucial issue of increments, he recommended a $20 increase. The total cost of his recommendations to the district was about $190, 000. The primary rationale given by the third party for his recommendations was the ability of the community to pay the costs associated with the teachers' proposals. The ability-to-pay argument had been the primary basis of the teachers' approach to the size of the total salary package, but had been rejected completely as a valid criterion by the board of education. The explanation for the fact-finder's use of the ability-to-pay argument is to be found in the general attitudes of the fact-finder toward teachers and education. These attitudes were clearly revealed in the fact-finder's opening remarks to his "Findings and Recommendations":

> Most thinking people recognize that the role of the teacher is one of the most important of all in society. Indeed it is not an exaggeration to say that the very future of our civilization is entrusted to our teachers. The future of our way of life is surely in the hands of our youth. Teachers--particularly those at the elementary and high school level--certainly play a most significant part in directing that future.

> Most who have given deep thought to the matter recognize that generally throughout America teachers are not being paid in proportion to their value in society. Referring to the (Association's) request, it seems difficult to contend that society acknowledges its dept to teachers by paying $7,970 to the teacher with an M.A. and 17 years of experience. Professor Endicott, placement director of Northwestern University, reported in his annual survey of 1963 figures which showed that the average salary for the college graduate entering general business was $5,736 the first year, $6,447 the second, $7,920 the fifth and $10,272 the tenth. The figures would be higher today.
>
> It may be contended by some that certain teachers in the system are being adequately rewarded in light of their ability. To the minor extent that this complaint would have meaning, it would undoubtedly be almost non-existent if remuneration made it possible to attract more qualified people to the profession. In spite of salary structure, the great majority of teachers are very adequate. Society can be thankful that there are people who are willing to make financial sacrifices for a purpose in which they believe so sincerely. It is quite tragic, however, that society has asked this sacrifice of dedicated people.

Inasmuch as neither of the parties introduced the Endicott Report as evidence in support of their positions and neither provided evidence as to the number of teachers who were adequately paid in relation to their abilities, it is clear that the fact-finder in this case used decision criteria which were definitely external to the negotiation relationship.

The association quickly accepted the recommendations as would be expected. The board did not take immediate action on the recommendations despite the fact that they received wide press coverage and editorial support in the local newspaper. When it appeared to the association that the board would not voluntarily take affirmative action on the recommendations, the organization launched an elaborate campaign to arouse public support for acceptance of the recommendations. This campaign cost the association over $1200 and included the following:

1) newspaper and radio ads;
2) distribution of leaflets;

3) distribution of form letters to be signed and sent to individual board members;

4) house to house calls by teachers.

This campaign was a natural outgrowth of not only the recommendations but the institutional significance of achieving a settlement on the basis of those recommendations.

The board did not respond to this campaign. It felt its only or most effective public weapon would have been to publish the name and salary of each teacher. This, the board felt, would have permitted the community to judge accurately the validity of the teachers' claims and demands. The board, however, was unwilling to use this weapon for fear of compromising its future ability to keep information confidential and alienating teachers. This latter fear was reinforced by awareness of one case in which a teacher had carried the impasse into the classroom. In this case, the board refused to take disciplinary action for fear of generating charges of discrimination. This only served to make them more aware of limitations on their power in an unstructured political approach to a dispute.

District 8

The impasse in District 8 was resolved through use of the impasse resolution procedure contained in Minnesota law. This procedure calls for appointment of a tripartite adjustment panel which is empowered to make formal recommendations for settlement of the dispute. Each of the disputants is to appoint one member of the panel and these appointees are to select the third member. If the representatives of the parties are unable to agree on a neutral member, the courts are given the right to name him.

The parties appear to have viewed this procedure as an extension of negotiations, at least at the point when an impasse was declared. There is, however, some indication of a withdrawal from this view in favor of a perception of the procedure as the basis for a factual approach to issues in accordance with the factual approach to issues which appeared, in the form of debate, in bargaining prior to the impasse. The board considered nominating its chief bargainer to the panel, but rejected this option in favor of the appointment of a prominent local lawyer. The joint salary committee considered nominating the president of the Minnesota AFT but rejected this option in favor of the president of the Minnesota Education Association who had a greater knowledge of practices in the state and who was more acceptable, personally, to the board of education.

The panel did not operate on an adversary basis. The appointees of the disputants did not make a significant effort to select a neutral member but delegated this responsibility to the courts. The court selected a young lawyer who was employed as the manager of one of the few small manufacturing plants in the community. The fact that he had several children in the public school system made him reasonably acceptable to the teachers. The fact that he was employed in a locally-owned industry and could be expected to be tax rate conscious made him reasonably acceptable to the board.

The panel also did not restrict itself to the positions of or information provided by the parties. The president of the Minnesota Education Association possessed a great deal of information on such matters as teacher turnover and salary schedules elsewhere in the state. The lawyer who served as the board's representative had some knowledge of collective bargaining and the legal requirements for interaction between boards of education and representatives of teachers under Minnesota law. The neutral member of the panel entered the dispute with the view of his role as that of an impartial observer and moderator rather than an active decision-maker.

The result of this combination of personnel was something of a division of labor. Such an approach within the panel was facilitated by three factors. First, the representatives of the disputants each had a strong independent power base outside the relationship between the disputants. Both had made it clear to their constituents that, if appointed, they would not be satisfied to serve only as negotiators. Second, the representatives of the disputants respected one another and were willing to defer to each others' expert knowledge. Third, both desired to avoid further open conflict such as had characterized the negotiations leading up to the impasse. This was revealed in their approach to choice of the neutral member of the panel.

The recommendations of the panel were unanimous. They were focused on two matters--procedures and salaries. The procedural recommendations showed the influence of the lawyer as they centered heavily on interpretation of state law. These recommendations upheld the board's position in concluding that: "Mutual agreement on professional problems is not always possible and in the last analysis the Board of Education must always make the final decision." The recommendations, however, also criticized both parties for the way in which the negotiations were handled. The recommendations on salaries reflected in large part the influence of the president of the NEA. They called for a rejection of the board's view that all available money for salary increases be used to increase base rates in order to facilitate short run recruiting. This rejection was justified by two considerations--the morale of long service teachers and the future competitive needs of the system. Both of these criteria were introduced by the president of the NEA rather than by the teachers' salary committee. They were supported by data from the state level rather than from the local district.

The panel's report was issued on September 22. On October 8, the teachers' salary committee and the faculty publically accepted the recommendations of the panel in the following statement:

> The faculty approves the recommendations of the Fact-Finding Panel as contained in the report. However, we request that in the immediate implementation of these recommendations that no teacher be asked to sign a new modification for less than is called for in the present agreement, and that any downward revision in the B. A. schedule should be incorporated in the 1965-1966 contract.
>
> It is the sincere hope of the faculty that the Board of Education will accept and implement the recommendations of the Fact-Finding Panel.

The teachers consciously decided not to press the recommendations publically beyond the above statement. The organization's leadership felt that the dispute had been in the public eye sufficiently long to have become tiring and that nothing would be gained, and something lost, by a public campaign in favor of the recommendation.

Conclusions

In each of the districts there is some evidence that teachers attempted to utilize more than one type of power to induce the boards of education to compromise. When the responses of the boards of education are also considered, a sequence of approaches to conflict resolution emerges which parallels to a limited extent the development of conflict.

In most districts, teachers relied first on rational power as the basis for conflict resolution. This reliance took one or more of the following forms: 1) use of heavily documented proposals; 2) discussion or debate over facts rather than issues; 3) willingness to continue discussions after the board had committed itself to a final position; and 4) a desire or willingness to refer disputes to neutral parties. In most districts, a rational approach was superseded by a political approach. In Districts 1, 2 and 5, the threat or exercise of economic power was the basis for such an approach as it induced some form of intervention by representatives of the community as stockholders of the system. In the remaining districts, recourse to a formal impasse resolution procedure provided the basis for a political approach. In Districts 1, 3 and 5, teachers ultimately relied on economic power as the basis for dispute settlement.

The experience in the districts indicates that rational power does not provide a viable basis for the resolution of economic or control conflict. These types of conflict are based on short run or long run goal conflict between teachers and the community. In this context, neither a board of education or teacher organization was willing or able to attempt to lead its own constituents to compromise. The weakness of rational approaches in these situations is that they do not provide a basis for inducing constituents to change their aspirations or expectations.

The experience in the districts does, however, provide some insight into conditions which tend to promote a rational approach to issues and maximize its effectiveness. Although the range of experience is limited and the sample of districts is small, there is evidence that the nature of the parties' representation in negotiations does have an impact on the extent to which a rational approach to issues is taken and is effective. This was particularly evident on the management side of the relationship. In general, the rational component of negotiations decreased over the following range of management representation:

1) the superintendent (Districts 1 and 3);
2) the full board of education but with the superintendent serving as an active consultant (Districts 4 and 6);
3) the full board or a committee of the board acting independently (Districts 1, 2, 5, 7 and 8).

Thus, the extent to which the professional administration is involved in negotiations appears to determine the importance of rational forces as an offset to purely political considerations. This may be due to the fact that his opinions serve as a compelling focus for consensus among board members with widely divergent values and political positions.

There is also some evidence in the sample of districts that the degree to which board of education representatives are experienced in private sector collective bargaining has an impact on the rational component of negotiations. This was particularly evident in Districts 2 and 5 where board representatives (the president of the board in District 2 and the committee of board members in District 5) had considerable bargaining experience. In both cases, economic power rather than reason served as the basis for negotiations largely due to conscious strategy decisions on the board of education side of the relationship.

Finally, the budget making process in public education tends to put limits on the ability of the parties to utilize a rational approach to issues. Such an approach is facilitated when resources are truly variables in the decision-making process, i.e., before the budget has been adopted. Once total resources are set and budget appropriations made for the various claimants on those resources, the board tends to become committed to positions based on fiscal considerations. This implies that a rational approach to issues is facilitated by conduct of negotiations well in advance of any budget deadlines. It also implies that fiscal dependence may inhibit such an approach by forcing the board to regard resources as fixed and limited. One possible solution to this problem is to conduct negotiations on the basis that all agreements are tentative pending formal action by the local fiscal authority or state legislature, where state aid is in question in fiscally independent districts. Teachers, however, have thus far been unwilling to accept such an approach because it implies salary determination on a relative rather than absolute equity basis.

The experience with political approaches to impasse resolution in the districts indicates that political power may not be a viable basis for forcing teachers to accept the decision of a third party or of the community as stockholder of the system as to the balance of equity in a dispute. In those cases in which teachers had an incentive to reject the recommendations of a third party, they either refused to accept the recommendations or qualified their acceptance of them. This raises questions as to the ability of the long run economic sanctions in the hands of the community to serve as a basis for changing the short run aspirations and expectations of teachers. The apparent weakness of these sanctions may be a function of skepticism on the part of teachers regarding the ability of the community to exercise these sanctions given the monopoly position of public education. This latter explanation receives some support in the fact that it was in those districts in which the community had traditionally been most willing to exercise its sanctions (Districts 5, 6 and 8) that the teacher organizations were most hesitant to undertake a test of political power. The decisions of the organizations in Districts 6 and 8 not to press the relatively favorable recommendations of the third parties are particularly significant in this respect.

The experience in the districts also provides some insight into the conditions under which a political approach to impasse resolution through use of a third party will lead to a rational judgment of the balance of equity in a dispute. In general, the probability of such a judgment declines over the following range of third party approaches:

1) an individual fact-finder who holds power under state law;
2) a tripartite panel appointed, in part, by the disputants;
3) a political official who intervenes in the dispute on his own initiative.

In Districts 5, 6 and 7 it does appear that the third parties based their recommendations on facts or, at least, on values other than those of the disputants. In Districts 3, 4 and 8, the disputants' choices of representatives in the tripartite panels encouraged an adversary approach to issues. The only alternative to such an approach by the panels was specialization. The closer the identification between the appointees of the disputants and the disputants, the less attractive or feasible was specialization. In Districts 1 and 2, intervention came in response to a strike threat and was motivated by the desire of the intervener to forestall or avoid an open test of economic power. In District 1, the intervention first by the board and later by the mayor was an indication that political power had been exercised effectively against them. The same was true in District 2 regarding intervention by the Governor. It is, therefore, not surprising that the recommendations of the interveners were designed, first and foremost, to defer the dispute rather than to settle the issues on the basis of externally defined rational criteria.

The experience in Districts 1, 2 and 5 provides clear evidence that the exercise of economic power by teachers can be effective only through existing political processes. The imposition of sanctions in District 5, did not generate a basis for compromise and accommodation in the short run. It did, however, generate a potential basis for conflict resolution in the long run by inducing the community, as represented by the town council, to change its expectations regarding the school system. In District 1, the strike threat by teachers accomplished the same result in the short run by inducing the mayor to commit himself to increasing local support of education. A similar commitment with respect to future state aid may have been involved in formation of the "gentlemen's agreement" in District 2.

The fact that the exercise of economic power in these situations served to influence short run decisions regarding support of education raises some questions regarding long run developments. Economic power may alter the short run expectations of the community or other agency regarding financial support but it does not change basic values or aspirations. This implies that a community may well react violently in the long run to a series of short run decisions made under economic coercion. In this respect, the analogy between the product market in the private sector and the community in the public sector is clear and significant.

This possibility is magnified by the existence of short run political and long run economic limitations on the ability of boards of education to utilize their counterweapons to unilateral action on the part of teachers. The short run limitations were evident in the refusal of a majority of the board of education in New York City to approve action to secure an injunction against the teacher strike. The long run economic limitations were evident in its inability to impose the penalties provided by state law against public employees who strike. The same limitations also underlay the unwillingness of the board in District 7 to make public teacher salaries and its inability to discipline a teacher who carried the dispute into the classroom.

V. THE SETTLEMENT OF IMPASSES

The impasse resolution process can be represented schematically as follows:

1) appearance of conflict in the form of a deadlock;
2) exercise of power in an effort to break the deadlock;
3) compromise and concession by one or both parties until issues are resolved;
4) formation, reinforcement or change in attitudes regarding the bargaining process.

Conflict and power are the inputs into the process. Issue settlement and attitude formation are the major short run outputs of the exercise of power in a conflict situation.

The purpose of this chapter is to identify the outputs of the impasse resolution process in the districts studied and to analyze the forces which shaped those outputs. Specifically, answers will be sought to three questions.

1) What was the settlement of the central issues in the impasse in relation to the positions of the parties when an impasse was declared?
2) Why did the parties settle where they did?
3) What were the attitudes or reactions of the parties to the settlement and the process by which it was reached?

Issue Settlement

The settlement of impasse issues is to be measured in terms of the final formal positions of the parties prior to recourse to some impasse resolution mechanism. These positions serve to define the range of agreement options open to the parties. This approach to the measurement of issue settlement provides a basis for assessing the extent to which each of the parties were forced to compromise by the exercise of power by their opponent. It also provides a basis for evaluating the extent to which resources were allocated by the board differently than they would have been in the absence of the exercise of power by teachers.

The location of the final settlement of issues within this range will be a function of the following forces:

1) the location of the true goals or reservation points of that party in relation to its formal position at the impasse stage;
2) the nature and strength of its commitment to those goals;
3) the location of any recommendations made by a third party for settlement of the dispute;
4) the nature and strength of the power exerted against it.

There is evidence that in some of the districts, the board of education and/or teacher organization had not reached their minimum acceptable terms at the time an impasse was declared. Under these circumstances, the parties could compromise or make concessions without incurring significant costs. The function of an impasse resolution mechanism in such cases is to facilitate such concessions by justifying them to the constituents of the disputants.

Where the reservation points of the parties do not overlap, the function of an impasse resolution mechanism is to induce change in those reservation points. The ease with which these goals can be changed will be a function of the magnitude of the short run and long run costs perceived by the parties to be associated with a failure to achieve their goals. It is these costs which ultimately determine the strength as well as the nature of a party's adversary incentive. A rationally-based adversary incentive should, therefore, produce the weakest commitment to a position as it is based on long run economic calculations. An economic adversary incentive should produce a stronger commitment as it is based on short run political costs. A control based incentive should produce the strongest commitment as it is based on the drive for survival in both the short run and in the long run.

Where a third party makes recommendations for settlement of a dispute, those recommendations become the focus for the exercise of power. In this respect they may serve to limit the agreement options open to the parties to three choices: 1) the original position of the board; 2) the original position of the teacher organization; and 3) the decision of the third party. This possibility has some significant implications for the operation of the schools as it tends to substitute the values of an outside party for those of the parties most familiar with and responsible for the educational process.

Change in the reservation points of the parties, including the change implied by acceptance of a third party's recommendations, will ultimately be determined by the costs associated with a refusal to compromise. It is these costs which define the strength of the power exercised against that party. Under either a political or economic approach to impasse resolution, it is the reaction of the community which sets these costs. This reaction will reflect the significance of the costs imposed upon the community by the exercise of power by teachers either directly or through a third party. In general, one would expect the community to most actively support teachers and put pressure on the board of education to compromise under the following conditions:

1) the dispute centers on the allocation of existing resources within the system rather than on the total amount of resources to be made available to the system;
2) teachers exercise economic power rather than rational power against the community or the board.

The basis for these assertions is the assumption that the community will be more sensitive to short run economic considerations, such as tax rates and the quantity of education, than to long run considerations, such as resource use and the quality of education.

This model of the forces which influence the extent to which a board of education is likely to compromise in the face of the exercise of power by teachers indicates that five variables may be significant:

1) the positions of the parties;
2) the reservation points of the parties;
3) the nature of any recommendations made by a third party;

4) the fiscal implications of teachers' demands and/or the the recommendations of a third party;

5) the nature of the power exercised by teachers.

The characteristics of the eight districts with respect to these variables are given in Table V-1.

On the basis of the characteristics of the individual districts with respect to these conflict and power variables, it is possible to generate a series of predictions regarding action by the boards of education to settle the disputes:

1) in Districts 2, 7 and 8, the boards of education should reject the recommendations of the third party;

2) in Districts 1, 3 and 5, the boards of education should accept the demands of teachers;

3) in Districts 4 and 6, the boards of education should qualify their acceptance of the recommendations of the third party.

The action of the boards in Districts 2, 7 and 8 would be a reflection of two forces: 1) community reaction should be limited given the fact that local support, present or future, was in question; and 2) the existence of control conflict and an institutional adversary incentive on the part of the board should serve as a screen between it and any community reaction in favor of teachers. The actions of the boards in Districts 1, 3 and 5 would be based on the following forces: 1) community support was not an issue; 2) community reaction to the exercise of economic power by teachers had been and/or could be expected to be significant; and 3) in Districts 1 and 5, the boards of education had some bargaining room left when the impasse was declared. The boards of education in Districts 4 and 6 should reject those parts of the recommendations of the third parties which involved or implied increased community support as a reflection of the communities' reluctance to increase local support of public education. They should, however, accept the recommendations to the extent that they could be financed internally given their commitments to collective bargaining.

TABLE V-1

CONFLICT AND POWER IN THE DISTRICTS

District	Positions of the Parties			Type of Conflict	3rd Party Recom-mendations	Teachers' Actions		Type of Power
	Open	Impasse	Goals			On Recom-mendations	Implication	
1	B.O.E.-$19M Salary package T.Org.-$68M Salary package	B.O.E.- $25M T.Org. -$33.6M	B.O.E.-$25M T.Org.-$33.6M	Econ.	$13M additional	Demand $38M salary package threat of strike	Perpetuate past cuts in non-salary areas	Econ.
2	B.O.E.-$0 increase in M.A.max. T.Org.-$400 increase in M.A.max.	B.O.E.- $0 T.Org.- $400	B.O.E.-$0 T.Org.- ?	Control	$0 increase 1964-1965 Negotiate 1965-1966	Accept	None - 1964-1965 Budg. Incr. 1965-1966	Polit.
3	B.O.E.-$5300 B.A. minimum T.Org.-$5600 B.A. minimum	B.O.E.-$5360 T. Org.-$5400	B.O.E.-$5360 T. Org.-$5400	Econ.	$5360	Reject	Internal shift of funds to salaries	Econ.
4	B.O.E.-$19T Salary package T.Org.-$42T Salary pkg.-Index schedule	B.O.E.-$0 T. Org.-$42T Index sched.	B.O.E.-$20-$25T T. Org.-$35-$42T Index schedule	Econ.	$31,000 No Index	No Action	Internal shift of funds to salaries	Polit.
5	B.O.E.-$124T Salary package T.Org.-$300T Salary package	B.O.E.-$150T T. Org.-$300T	B.O.E.-$190T T. Org.-$10,000^{+} max. salary	Econ.	$183,000 $10,000^{+} no. max. sal.	Reject	Possible internal realloca-tion	Econ.
6	B.O.E.-$40T Sal. pkg. no insurance T.Org.-$110T Sal. pkg. insurance	B.O.E.-$40T no insurance T. Org.-$110T insurance	B.O.E.-$40T no insurance T. Org.-$110T insurance	Econ.	$110,000 with insurance	Accept	Supple-mentary budget request	Polit.
7	B.O.E.-$5 increase in increments T.Org.-25 increase	B.O.E.-$5 T. Org.-$25	B.O.E.-$5 T. Org.-$15	Control	$20 increases	Accept Publicity Campaign	Increased budget request	Polit.
8	B.O.E.-$0-$200 incr. at top of sched. T.Org.-$400 increase	B.O.E.-$0-$200 T. Org.-$400	B.O.E.-$0-$200 T. Org.-$400	Control	$20-$325 increases at max.	Qualified Acceptance	Internal shift,'64-5 Increased tax, '65-6	Polit.

Attitude Formation

The attitudes of the parties toward the settlement of an impasse and the process by which that settlement was reached will inevitably be complex. They may reflect basic value judgments as to the desirability or necessity of collective bargaining, an economic assessment of the size or fiscal implications of the settlement, a reaction to the political problems created by the settlement or a rational evaluation of the mechanism by which the dispute was resolved. The processes by which attitudes are formed or changed are equally complex.

In this study, no attempt will be made to deal with the complexities of attitudes or attitude formation. The basic interest is in the impact of attitudes on the long run development of collective bargaining rather than on attitudes per se. Attention will be focused only on the stated views of the parties regarding their experience with impasse resolution as an index of basic attitudes. Of particular interest, in this respect, are expressions of significant dissatisfaction with the results or process of impasse resolution as such dissatisfaction implies the existence of an incentive to change bargaining strategy in the future.

Experience in the Districts

District 1

The impasse in District 1 ultimately centered on the disposition of the $13 million in additional resources granted to the system as a result of the strike by teachers. The union demanded that the entire $13 million be used to increase teacher salaries and benefits. The board argued that priority in the use of the funds should be given to restoring the cuts made in non-salary areas of the budget in conjunction with salary negotiations prior to the strike.

The board of education was unsuccessful in pressing its claim. Under the pressure of the strike threat, it finally agreed to commit all of the $13 million to increases in teacher salaries and benefits. The union was thus able to achieve its goal of a $33.6 million package of salary increases, as well as a large percentage of its demands in other areas, some of which had been dropped or compromised prior to the strike.

As a result of this capitulation by the board, teachers received salary increases in 1962-1963 which averaged over $800. This was far in excess of previous salary increases granted by the board prior to the advent of collective bargaining and was clearly in excess of the increase which would have been granted in the absence of the exercise of economic power by teachers. Both members of the board and the superintendent admitted that the salary agreement for 1962-1963 was the outstanding achievement of the union in 1962.

These salary and benefit increases came largely at the expense of the community in the short run. To some extent, however, they were financed through a reduction of resource allocation to non-salary uses of funds--specifically, building maintenance, textbooks and supplies--and an increase in class sizes through a reduction in the number of new positions which could be financed. This was significant because of the windfall nature of the $13 million. This meant that the city would have to increase its local tax support of the schools by $13 million in 1963-1964 simply to maintain the status quo and by $19 million if these cutbacks in non-salary areas were to be restored. The financial crisis facing the city made such increases uncertain and thereby threatened to perpetuate the changes in internal resource allocation within the system.

The capitulation of the board of education can be traced to three forces:

1) a refusal by the mayor to intervene in response to the third strike threat;
2) the existence of the $13 million windfall and the fact that the union was responsible for it;
3) the unwillingness or inability of the board to utilize its legal counterweapons to the strike.

The refusal of the mayor to intervene when the union issued its final strike threat can be attributed to the fact that the dispute did not center on total resources and, hence, did not directly involve him as representative of the stockholder of the system. This refusal shifted the entire burden of resistance to the board of education. The fact that the board had "voluntarily" agreed to the earlier budget cuts weakened its ability to defend its position on rational grounds to the community. The fact that the union had been responsible for the addition of the $13 million further weakened this rational basis for the board's position. The only alternative to a political approach was a test of economic power. It was clear that the mayor would not tolerate a strike. This meant that the board would have to use its legal counterweapons in order to prevent intervention by the mayor. Such action was politically unacceptable to a majority of the board and to the mayor, particularly since it contradicted the city's and the board's voluntary commitment to collective bargaining.

The union, of course, was highly satisfied with the final settlement of the dispute. The size of the settlement and the process by which it was reached served to satisfy both the majority of union members and the more militant minority which constituted a prime threat to the leadership of the union. It was this minority which had been responsible for rejection of the mayor's original proposal to appoint a panel to investigate sources of additional revenue. The leadership of the union also indicated strong satisfaction with use of the strike weapon and promised to use it again, if necessary.

The board's reaction was highly unfavorable. The president of the board accused teachers of professional selfishness. At least three members of the board, including the labor representative, indicated that they could not and would not again agree to the kind of budget revision undertaken prior to the strike, given their oaths of office and responsibility to the public. The board's negative attitude extended to the process by which the dispute was resolved. The union's rejection of the mayor's suggestion for appointment of an impartial panel was characterized as a breach of faith. The president of the board stated, "Teachers have no right to strike nor can the threat of a strike legitimately influence the allocation of funds among educational needs." Another board member advocated a complete withdrawal on the part of the board from an active role in negotiations on the grounds that:

> Any alternative will lead inevitably to the resolution of disputes by a "committee of independent citizens" appointed by the governor or Mayor, such as the Mayor suggested shortly before the strike this year. This is absurd as a contemplated procedure for the future, since this board presumably was intended to be exactly such a group and it is this kind of status which is contemplated by the statutory scheme incorporated in the education law.

District 2

Intervention by the governor in response to the strike by teachers in District 2 resulted in a "gentlemen's agreement." This agreement called for the union to accept the salary schedule for 1964-1965 adopted on a unilateral basis by the board in March 1964. It also called for the board to negotiate over salaries for 1965-1966 within a range of $7500 - $7800 for the M. A. maximum salary.

The board of education repudiated this "gentlemen's agreement" in March 1965. At that time, the board again adopted a salary schedule on a unilateral basis. The union again struck and the governor again offered to mediate. The board refused his offer and sought a second injunction. In addition, it secured the prosecution of the leaders of the union for violation of the earlier injunction. The judge who handled these legal proceedings offered to mediate when it appeared that the union would not honor the injunction. Both parties accepted.

Mediation failed to produce an agreement, although it lasted for approximately one month. The board refused to surrender its right to take disciplinary action against any or all strikers and demanded that the union accept this right as a precondition for discussion of substantive employment issues. It rejected the compromise suggestions made by the judge, while the union rejected the board's insistence on the right to take reprisals. The judge then proposed public fact-finding. The union quickly accepted the idea. The board, however, rejected it. Thus, for the third time in one year, the board exercised its economic power and forced the union to either strike or accept a unilateral board decision.

The union was forced to give in to the board in this final instance of the exercise of economic power by the board. The passage of time and the approach of the end of the school year had eroded the ability of the union to resume strike action.

The board was obviously highly satisfied with the outcome of the impasse. Its attitudes toward the process by which the settlement was achieved were mixed. It was certainly willing to live with an economic approach to impasse resolution. This was indicated in the fall of 1965 when the president of the board told the union's teachers that the board would take the teachers on in a strike again unless they reduced their demands. The board did not, however, hold highly favorable attitudes toward intervention and the glare of publicity which could accompany it. This was shown in their rejection of the second offer of mediation by the governor and the suggestion of public fact-finding. These rejections represented an attempt by the board to shield itself from political pressures which could challenge its economic power, as defined by the weakness of the community's response to strike action and the board's own willingness to use its counterweapons to the strike. The board's acceptance of mediation on two occasions was consistent with this goal. In both cases, the acceptance of mediation served to enhance the long run power of the board by inducing the union to abide by a court injunction.

The union was clearly dissatisfied with both the final settlement and the process by which it was reached. The leaders of the union undertook two courses of action designed to change the process by which impasses were resolved and to enhance the bargaining power of the union.

First, the union took an active part in elections in 1965 for both city offices and the board of education. It supported a "reform candidate" for mayor who promised that greater attention would be given to the needs and problems of the public school system. It also supported candidates for the two seats on the board which were up for election who opposed the incumbents. This type of action was regarded as only a long run solution to the problem facing the union, particularly since the president of the board, whom the teachers regarded as the prime instigator of the board's refusal to bargain, was not up for re-election.

The union's short run response was an intensified effort to secure passage of state legislation which would sanction and mandate collective bargaining in local school districts. Such legislation, although regarded as necessary, was not felt to be sufficient. The leadership of the union thus began to advocate that either the strike weapon be made legal in public employment or compulsory, binding arbitration be adopted as part of the legislation regarding the collective bargaining rights of public school teachers.

The union's dissatisfaction was an obvious reflection of its inability to generate sufficient political pressure on the board to force it to compromise and its inability to protect itself from the economic power of the board. Its reactions were aimed primarily at undermining the ability of the community to refuse to support the teachers and also at the board's ability to refuse to bargain. In short, the organization sought to enhance its power against both the board and the community--both of which had been the beneficiaries of the resolution of the impasse.

District 3

Under the pressure of the threat of unilateral action by the association, the board of education rescinded its earlier decision. It then voted to accept both the $5400 base salary demanded by the teachers and the full package of insurance benefits to which it had agreed prior to the impasse. The final settlement of the impasse in this district thus went beyond both the majority and minority recommendations of the tripartite panel to complete acceptance of the teachers' demands.

The capitulation of the board in this case can be attributed to the nature of the board's view of conflict and adversary incentives. Once it had agreed that a package of insurance benefits was both feasible and in the best interests of the system, it could not easily retract its offer. The fact that the district was rapidly expanding and faced a continuing need to recruit significant numbers of teachers made it highly vulnerable to threats of unilateral action, particularly the withholding of individual contracts and the notification of teacher placement services of the existence of a dispute in the district, because it could not tolerate interference with efforts to hire teachers.

The association was, of course, highly satisfied with the outcome of the dispute. The board of education was equally dissatisfied with the final settlement. These attitudes were clearly reflected in the willingness of the parties to discuss the dispute with outsiders. Neither party, however, expressed favorable views regarding the fact-finding procedure. The association's chief complaint about the procedure centered on the manner in which the members of the panel were chosen. This is not surprising inasmuch as the majority recommendations of the panel had posed a serious threat to the realization of the association's goals. The board's criticism of the procedure was focused not on the choice of third parties but on the way in which the panel had not reached a unanimous set of recommendations. The superintendent summarized management's criticisms as follows:

> I think it should be a fact-finding committee which determines the ability of the district, its needs and growth.... They would hand down a unanimous decision rather than a split decision and continue to negotiate or mediate or whatever they do to fact-find to arrive at a decision.

These criticisms are not surprising since it was the existence of a minority set of recommendations which appeared to facilitate the association's success in rejecting the "rational" approach to the issues in dispute.

District 4

The impasse in District 4 initially centered on the size of the total salary package. The association demanded salary increases which would have cost the board about $42, 000; the board offered a package worth about $19, 000. The tripartite panel recommended a package of salary increases worth about $30, 000 but also suggested changes in the salary structure significantly different than those sought by the teachers.

The panel had issued a set of suggestions as to the means by which its recommendations could be financed. Included in these suggestions were specific budget changes and school tax increases. The board rejected these suggestions, and particularly the suggestion for a tax increase. This created an internal resource allocation problem for the board in its decision on the substantive recommendations of the panel.

The board of education did accept the recommendations of the panel on the salary package and structure. This action was based on the assumption or perception that the recommendations would be accepted by or at least have a significant impact on community views. This assumption and the action dictated by it were facilitated by three forces:

1) the panel's recommendations were unanimous;
2) the board had voluntarily committed itself to bargaining and to use of the impasse resolution procedure;
3) the recommendations could be financed internally from the following sources: 1) the bargaining latitude possessed by the board when the impasse was declared; and 2) a reduction in the contingency fund.

The board's attitudes toward the impasse resolution procedure were not well formed or specific. The primary concern of most board members was with the impact of teacher militancy on the total educational program through its impact on the budget. The fact-finding approach was regarded as a necessary adjunct to negotiations but the board would have preferred an alternative which left them with greater control over the district's budget. This preference or desire was manifested in the board's reaction to suggestions by the panel as to ways in which the board might find sufficient funds to cover the costs of the recommendations.

The association's attitudes toward the procedure were somewhat similar to those of the board. These attitudes were, in part, a reflection of the fact that the recommendations of the panel on salary structure created strong internal political problems for the leaders of the association by investing a large percentage of the total package of salary increases in raises for a small minority of the staff. The attitudes of the leaders of the association also reflect the failure to profit by the refusal to accept the recommendations of the panel. This failure can be attributed to the following factors:

1) the recommendations were unanimous;

2) the community was not overly concerned about the schools;
3) the issues involved the salary structure rather than the level of salaries;
4) the system did not have significant problems in recruiting or retaining teachers.

The first two factors eroded any basis for pursuing issues further through a rational appeal to the community. The latter two factors eroded the basis for an economic approach.

District 5

The salary dispute in District 5 centered on the minimum and maximum figures in the salary schedule. The association demanded a B. A. minimum of $5789 and a six year maximum of $10, 624. The board offered a B. A. minimum of $5500 and a six year maximum of $9700. The mediators in the dispute suggested a B. A. minimum of $5600 and a six year maximum of $9950.

Both sides had considerable bargaining room left when the impasse was declared. The board's goal was a salary settlement which cost it no more than $190, 000. The suggestions of the mediators were well below this figure ($183, 000). The association was primarily interested in "cracking the five figure barrier" and achieving a maximum salary in excess of $10, 000. This goal led it to reject the suggestions of the mediators.

The parties were able to negotiate a settlement of the salary dispute without the issuance of public recommendations by the mediators. This settlement called for a B. A. minimum salary of $5600 and a six year maximum salary of $10, 050. The association was thus successful in achieving its goal.

The success of the association could be attributed to three factors. First, the board was reconciled to going as high as $10, 000 on the maximum salary. Second, the board was able to go beyond $10, 000 and make proportionate changes in the B. A. and M. A. maximum salaries within the limits set by its $190, 000 given the settlement on the minimum salary. Finally, the board was induced to go beyond the $10, 000 figure and to utilize the full $190, 000 it had available for salary increases for two reasons:

1) the "Advisory" was interfering with teacher recruitment and retention;
2) any unspent funds had to be returned to the town council at the end of the fiscal year.

The board of education expressed definite satisfaction with the settlement of the dispute. This is a reflection of the fact that the settlement cost it almost exactly $190, 000. It also expressed highly favorable attitudes toward the impasse resolution procedure and indicated that it would not hesitate to invoke or use it again should the need arise. These sentiments reflect the fact that use of the procedure enhanced the board's bargaining power vis-a-vis the local fiscal authorities. The declaration of the impasse by the board and the use of the procedure served to indicate militancy or fiscal concern on the part of the board. The use of a third party provided someone to share the blame for the outcome. This became clear following resolution of the impasse and consummation of a two-year agreement. When the board of education submitted its budget for the second year, it was able to take the position that the salary figure was a contractual obligation which had been "hammered out" in the offices of the state commissioner and which was, therefore, beyond challenge by the local fiscal authorities.

The association's attitudes toward the settlement and the procedure are best characterized as acceptance. These attitudes reflect two sets of considerations. First, the rational approach to issues undertaken by the mediators in framing their suggestions had posed a real threat to realization of the organization's goals, although not an insurmountable one. At the same time, the procedure provided the leadership of the association with an ideal scapegoat for the failure to fulfill rank-and-file expectations. The leadership of the association had not taken the precaution of limiting such expectations before negotiations and the existence of the procedure made it difficult for the leaders to compromise in negotiations. Thus, the use of the procedure was necessary for political survival. Despite use of the procedure, however, the leaders of the organization admitted that they had a difficult time convincing the membership that compromise was necessary and that it did not represent defeat.

District 6

The impasse in this district centered on the size and distribution of teacher welfare benefit increases. The union demanded a package worth $125, 000 including board-paid hospital and surgical insurance for teachers and their families as well as salary increases. The board offered a package of $45, 000 limited to salary increases. The fact-finder recommended a settlement worth about $110, 000 including the insurance benefits requested by the teachers and a retroactive salary increase.

The union, of course, accepted the recommendations. The board of education rejected the recommendations that salary increases be made retroactive on the grounds that retroactivity raised serious legal questions. The disputants then returned to negotiations in order to implement the remaining recommendations of the third party.

The agreement which resulted from these negotiations was a compromise worked out within the limitations imposed by the resources available to the board for the fiscal year. Since the board refused to make retroactive salary increases, it had available to it $45, 000 for salary increases which had been allocated but not spent. The board agreed to use the entire $45, 000 for salary increases to take effect in August. This produced a settlement worth about $140, 000 on an annual basis.

The teachers in the system did not, of course, receive $140, 000 in increased salaries in the year of the impasse. The settlement also failed to provide many of the changes requested by the union. The board did not assume the burden of insurance premiums; all available funds were allocated to direct salary increases. The settlement also called for change in the salary structure which had not been part of the union's original demands. As a result of the settlement, about half of the teaching staff (those with only the B. A. degree or less) did not receive increases in salary rates as large as originally demanded by the union or recommended by the fact-finder. Those teachers with salary credit beyond the B. A. degree, however, received increases in salary rates equal to or, in most cases, larger than those originally demanded by the union.

The union was ambivalent about this settlement. The failure to achieve its demands on insurance and the shifts in salary structure raised political problems. Its willingness to accept the settlement despite these problems was dictated by the size of the package. Its ability to do so was, at least in part, due to the long standing formal policy emphasis on "professional improvement" in the district. In short, it was forced to assume a long range view of the salary schedule and it was this view which it used to sell the agreement to the rank-and-file.

The union's attitude toward the fact-finding procedure paralleled the view of the settlement. It felt that the third party had been fair and thorough in his work. Furthermore, it recognized that the use of the procedure had a significant impact on the board of education:

> The teachers feel that having an impartial third party listen to the facts and then to render his considered opinion gave the Board of Education a large shot of courage to do what some of them felt was only adequate to begin with.

The union, while willing to use the procedure again if necessary, had some reservations about the procedure:

> The cost and period of time involved was such that an indiscriminate use of this procedure will be discouraged. The time period was approximately 7 months and the cost to the teachers alone was nearly $2000.

The time factor served to delay the effective date of salary increases. The $2000 cost was equal to something over three dollars per member of the union.

The board of education was highly pleased with the ultimate settlement of the dispute. The settlement did not require the board to exceed its budget for the year in question. It did not, therefore, have to seek a supplemental appropriation from the local fiscal authorities as had been implied or intended in the recommendations of the fact-finder. The settlement did, however, create some problems for the board of education. While the agreement did not force the board to exceed its budget for the current year, it did require a substantial increase in the district's budget for the following year. The local fiscal authority's traditional lack of generosity in dealing with the board's budget request should have created a strong disincentive to undertake a settlement which required such an increase in support. No such disincentive operated simply because the board felt that the recommendations of the third party would carry considerable weight in the community and could be used to support the legitimacy of the board's request in the following year. The board rationalized its decision to pursue this high risk strategy vis-a-vis the local fiscal authorities by reference to the changing nature of the community which made the electorate more "education-conscious." Whether or not this line of reasoning was accurate, the board's strategy worked. The local fiscal authorities, when faced with a budget which reflected the $140, 000 salary settlement, did not, for the first time in almost a decade, cut the board's budget request.

The board held highly favorable attitudes toward the fact-finding procedure and expressed a clear and definite willingness to use the procedure again. These attitudes were heavily colored by the impact of the fact-finder's recommendations on the board's relationship to the local fiscal authorities. The fact that these attitudes were expressed after the local fiscal authority had agreed to increase support of education is not entirely coincidental nor is the fact that the third party's finding that the community was a "pocket of prosperity" is regarded and remembered by school management as the greatest contribution of the fact-finder.

The board's one reservation about the procedure centered on the length of time involved. The seven month lag between declaration of the impasse and issuance of recommendations created budgetary problems for the board. It also hampered teacher recruiting. The unsettled situation made teachers outside the district somewhat reluctant to commit themselves to accepting positions in the district. The delay did, however, produce something of a fiscal windfall for the board. Once the question of what community support would be was resolved, the board was able to concentrate on what it could or should be. The nature of the fact-finder's recommendations clearly facilitates such a shift in perspective. As a result, the impasse resolution procedure served to facilitate an agreement which could have been reached without declaration of an impasse just as was the case in District 5 and, perhaps, in District 4.

District 7

The central issue in the impasse in this district was the size of the increase to be made in yearly service increments. The association demanded a $25 increase which would have produced salary increases at the top of the schedule of $700 - $775. The board offered a $5 increase in increments which would have produced increases at the maxima of $140 - $155.

The fact-finder's recommendations for settlement of the dispute called essentially for acceptance of the teachers' demands. On the crucial issue of increments, he recommended a $20 increase on both the B. A. and M. A. columns. While this $20 increase fell short of the teacher's official demands for a $25 increase, it exceeded their reservation point, $15. The association had actually reduced its demand to $15 in negotiations and this was known to the fact-finder. The recommendations were justified in terms of the ability of the community to increase its support of education. The ability to pay argument had been used heavily by the teachers but had been rejected outright by the board of education.

The association quickly accepted the recommendations and supported this action with an extensive publicity campaign. The board did not take immediate action on the recommendations but deferred a decision for one month. When it did act, it did not formally act on the recommendations per se but simply adopted a salary schedule on what both sides felt to be a unilateral basis. This schedule called for a $10 increase in increments on the B. A. schedule and a $5 increase in increments of the M. A. schedule.

The changes in the board's position contained in this salary schedule may be attributed to the fact-finder's recommendations, public disclosure, or the association's publicity campaign. While all three of these forces undoubtedly played a role in the board's decisions it is most accurate to regard the board's change in position as a tactic designed to protect the board and put pressure on the association in a situation of total war. The board had rejected the logic on which the fact-finder's recommendations were based. Public disclosures had not forced either acceptance or any other action on the recommendations. The publicity campaign of the association had, however, kept the dispute in the public eye when the board would have preferred to see the issues die. The change in position appears to have been dictated by nothing more than a desire to deprive the association of a moral basis for political warfare by avoidance of a total rejection of the recommendations. In this respect, the teacher's publicity campaign was effective in putting political pressure on the board of education.

The association did not regard the changes in the board's position as representative of any meaningful compromise or gesture toward accommodation. The organization's response to this unilateral action was a change in the nature of its attempts to generate political pressure on the board through unilateral action. The association voted 230 to 9 to withhold individual contracts. The leadership of the organization also scheduled an open meeting for candidates for the board of education and city council to force these candidates to state their views on the action taken by the board.

These actions elicited a response from the local Taxpayers League. The League voted full public endorsement of the board's action. In support of its action, the League cited the possible existence of bias on the part of the fact-finder toward teachers because he was or had been a college professor. After this exchange, the impasse died. The teachers submitted their individual contracts on the last day permitted under law and the association's arsenal of weapons was exhausted.

The board of education clearly had no reason to be dissatisfied with the ultimate outcome of the dispute. It was, however, highly dissatisfied with the process by which the dispute was resolved. This displeasure was not focused on the fact-finding procedure itself but took the form of highly unfavorable views toward the fact-finder, the agency which appointed him and the course of action pursued by the association.

The members of the board of education, and particularly that member who had served as spokesman in the negotiations, regarded the recommendations as the work of a biased individual. This view is not surprising, given the fact that the board had entered the fact-finding with the view that its position was right and the expectation that an impartial third party would vindicate its judgment. In support of this view, the board member cited remarks made by the fact-finder regarding his background as a college teacher. The Taxpayers League offered some support for this charge. The negative reaction to the recommendations extended beyond the fact-finder himself to the WERB. He found totally unacceptable the fact that one of the members of a state administrative agency whose purpose was to impartially administer state law should appear before a group of teachers to advise and urge them to take full advantage of their legal right to bargain collectively.

The board's reaction to the association's publicity campaign was two-fold. First, it viewed the teachers' actions as "unprofessional" and attributed this perception to the community at large and to some segment of the teaching staff. The board took great pains to point out that not all teachers withheld their contracts. When the teacher organization made a public statement in support of a school bond issue in the year after the impasse, the board expressed fear that it might hurt rather than help in light of the previous year's events. Second, the board minimized the impact of the teachers' actions. The board stated that the community had great faith in its school system. Although hundreds of letters were received from citizens during the impasse, the board was able to maintain its perception by focusing its attention on the number of duplicate signatures and the number which appeared to be signed by children.

The reaction of the leadership of the association was, predictably, just the opposite of the board's reaction. It had high praise for the fact-finder and did not regard its actions as unprofessional. The leadership of the organization was outspoken in its criticisms of the procedure and in its conclusions that only compulsory, binding arbitration represented an equitable and viable impasse resolution mechanism. The president of the association began work immediately after the impasse was over on a proposal for binding arbitration to be submitted to the state legislature. As was the case in District 4, the nature of the community and the level of teacher turnover precluded any other response to a unilateral decision by the board of education. The organization clearly did not enjoy significant political power in the community and was unable or unwilling to exercise economic power. Legal power was the only alternative remaining.

District 8

The impasse in District 8 paralleled that in District 7. Both sides operated, at the point of impasse, under strong institutional adversary incentives. Both sides felt they were right and the nature of the decision-making process under law or in practice required that the other compromise or capitulate. In short, the teachers felt that collective bargaining required the board to accede to their position while the board felt that law and reason required the teachers to compromise.

The tripartite panel issued a unanimous set of recommendations which called for a compromise, but one favoring the teachers. The panel suggested a B. A. column of \$4850 - \$7645 and an M. A. schedule of \$5200 - \$8580. The panel specifically rejected the board's strategy of concentrating salary increases in the recruiting areas, despite the fact that this rejection meant that some new teachers could be asked to take salary cuts in relation to the schedule adopted unilaterally by the board.

The panel's report was issued on September 22. On October 8, the teachers publically accepted the recommendations but with a request that no teacher be asked to take a salary cut. On November 9, the board adopted the following resolution:

> . . . that there be no adjustments in teacher salary contracts for the 1964-1965 school year and that the salary proposal and other recommendations contained in the report be considered by the board and the teachers' committee at the time the teachers salary schedules for the 1965-1966 year are being adopted.

The only reaction to this decision was a statement from the local labor council urging the board to reconsider its action. This appeal had no effect and the impasse was ended.

The board of education had no particularly strong feelings regarding the impasse resolution procedure used in the district. It expressed the opinion that the adjustment panel had served some purpose and represented, in general, a fair approach to the resolution of impasses--as long as the recommendations of the panel were purely advisory. The fact that use of the procedure did force the board to undertake some minor concession in the form of a decision to reconsider the recommendations in the following year accounts for the absence of more positive attitudes. Thus, it does appear that, while the tax-conscious, heavily Catholic community did not react strongly to the recommendations in the short run, the board did feel that the community might react adversely to the continuation of the dispute.

The leaders of the joint salary committee reached a clearly opposite conclusion regarding the procedure. The chairman of the committee stated that true collective bargaining could not and would not occur in the district until binding arbitration existed as an impasse resolution mechanism. This view was dictated by the absence of the political or economic power necessary to challenge the board's unilateral decisions. The community was too apathetic or hostile to be receptive to rational persuasion. The level of teacher turnover served to undermine the willingness of teachers to exercise economic power, particularly in the context of a dispute over salary structure.

Conclusions

The impasse resolution experience in the eight districts indicates that the final settlement of issues is a function of the nature of adversary incentives in the dispute and the nature of the power applied against those incentives. Both political and economic power were effective in forcing compromise by a board of education where such compromise required a change in the internal allocation of resources. Political power was not effective in forcing a board to compromise where such compromise involved a short run increase in local support. Economic power was, however, effective in generating such increases in support, in the short run, under fiscal dependence. Neither political or economic conflict was effective in forcing a board of education to accept the recommendations of a third party in a situation of control conflict.

In only Districts 4 and 6 was a political approach to impasse resolution effective in providing a compromise basis for the settlement of impasse issues. The success of political approaches to impasse resolution in these districts was a reflection of three forces:

1) in both cases, the dispute finally centered on the allocation of resources within the system and within the teaching staff;
2) in both cases, the communities were not overly concerned with public education and had not been overly generous in their support of it;
3) in both cases, the level of teacher turnover and other labor market forces inhibited the willingness and/or ability of teachers to exercise economic power.

The first of these factors served to reduce the ability of both sides to withstand political pressure to compromise. This sensitivity was reinforced by the fact that when issues were finally resolved, the boards of education did have available to them some resources which had not been committed in earlier salary offers. In District 6, the delay in the issuance of the recommendations of the fact-finder and board rejection of retroactivity were the crucial factors in the existence of such uncommitted resources. In District 4, the board's bargaining strategy served to give it a comparable margin for concession. Finally, in both districts, the boards of education had voluntarily accepted collective bargaining which may also have increased their sensitivity to pressures for compromise.

The attitudes of the communities involved as measured by their past willingness to support public education served to make both parties aware of the long run economic sanctions as well as the short run political sanctions in the hands of the communities. This awareness led both sides to attempt to minimize any encouragement to the community to utilize these sanctions, particularly through public debate and continuation of the dispute. There is some evidence, particularly in District 6, that the boards perceived the recommendations of the third parties as a means to neutralize or shape community attitudes rather than as the focus of a consensus within the community-at-large.

The labor market conditions in these two districts were such as to maximize the possible costs associated with the exercise of economic power by teachers and to mitigate the costs to the community. Despite low salaries, teachers were not anxious to leave the system or to risk their job rights in the district. In neither community did there appear to be any political barriers to use by the board of education of its legal and economic counterweapons to strikes or sanctions. Thus, the teacher organizations in the two districts lacked the ability to effectively counter political power with economic power.

In Districts 1, 3 and 5, teachers adopted an economic approach to impasse resolution after or in conjunction with a political approach to impasse resolution. In all three cases, teachers were successful in achieving their goals through such an approach. The failure of political approaches and the success of teachers through the exercise of economic power in these districts can be attributed to the following circumstances:

1) the high level of expectations of teachers regarding the outcome of negotiations;
2) the demonstrated concern of the community for public education as indicated by a willingness to increase local support of education;
3) the weak labor market position of the districts.

In each of these districts, teachers entered negotiations with the expectation that they would be able to make up for past injustices. In each case, these expectations were reinforced by strong external pressures on the leaders of the organizations to achieve "landmark" settlements. These expectations made teachers unwilling to accept either a rational approach to issues or the results of such an approach to issues. It also made them insensitive to the long run economic sanctions in the hands of the community.

In all three districts, the communities had shown an interest in the quantity of public education through increased local support of the school system. In none of these communities had a comparable interest been articulated through political processes in the quality of education or in the allocation of resources within the system. This pattern of political values made the boards of education sensitive to threats to the quantity of education and eroded the basis for meaningful rational appeal to the community as a counterweapon to the economic appeal by teachers.

The high levels of turnover and recruiting needs in all of these districts made it economically difficult for the boards of education to exercise their counterweapons to the exercise of economic power by teachers. In addition, there were also strong political barriers to such action which arose out of the voluntary commitments of the boards of education to collective bargaining. Thus, the boards had no effective way of undermining or mitigating the impact on the community of the exercise of economic power by teachers.

In Districts 2, 7 and 8, the impasses were finally resolved by unilateral decisions by the boards of education. In none of these cases did the recommendations of the third parties serve as the basis for settlement of the dispute nor did the boards of education attempt to reach an accommodation with teachers. The failure of political approaches in these districts can be attributed directly to the adversary incentives of the boards of education. The failure of an economic approach by the union in District 2 can be attributed to the same factor. In all cases, the willingness of the boards to resort to the exercise of economic or legal power in settlement of the impasses was supplemented by labor market conditions which enabled them to do so.

In each of these districts, the community's response to the exercise of either rational or economic power against it was weak and ambiguous. This was a reflection of the fact that tax rates were an issue, directly or indirectly, in the disputes. In all cases, the adversary incentives of the boards were sufficient to enable them to screen out or ignore most or all of the political pressure focused on them to compromise. While the boards in District 7 and 8 did make some concessions, these were made on a unilateral basis and were not designed to provide a basis for accommodation as this would have implied a defeat in their conflict with teachers over control of the system.

In Districts 2, 7 and 8, teachers were unable to withstand the exercise of economic power by the board. The relative levels of salaries in the district, the level of incomes in the communities and the low rate of turnover in these cases reduced the willingness of teachers to risk legal sanctions against strike action. The fact that in all cases salary structure, rather than level, was in dispute may have weakened the ability of the organization to induce teachers to undertake a test of economic power. Finally, the fact that the boards in Districts 7 and 8 did compromise slightly also may have weakened the solidarity of the teaching staff.

The experience in Districts 1, 2, 3, 5, 7 and 8 raises serious questions as to the viability of political approaches to impasse resolution which call for a rational decision by the community as the basis for dispute settlement. The primary problem confronting such approaches appears to be the nature of teacher expectations and the nature of the adversary incentives of boards of education. These expectations and incentives may simply be a reflection of the age or stage of development of the bargaining relationships in question. If, however, the "professional selfishness" of teachers and the "commitment to lay control" of boards of education are long run phenomena, impasse resolution in public education may only be possible through either economic power or legal power as embodied in compulsory binding arbitration.

These questions are reinforced by the fact that in each of these districts one or both of the parties expressed definite dissatisfaction with the process or results of a political approach to impasse resolution. In addition, the "victorious" party under the economic approach finally used expressed great satisfaction and, in many cases, an intention to use the same approach again if and when the need arose. If these attitudes have any predictive value, political approaches will clearly be ignored or avoided, where they are available on either an optional or mandatory basis.

VI. POST-IMPASSE EFFECTS

Experience in the private sector has demonstrated that the way in which an impasse is resolved may have a significant impact on the future course of the relationship between the parties. There are good reasons to both look for and expect comparable post-impasse resolution effects in the relationships between teacher organizations and boards of education in the districts studied. The fact that in most of the districts the impasse studied occurred when the relationships were new and in their formative stages implies the experience with impasse resolution could significantly and immediately influence the bargaining strategies of the parties. Such experience can easily accelerate what is a normal learning process. Even in older relationships, the professional bias against open acknowledgment of conflict and political rather than rational solutions to problems may induce the parties to an impasse to react strongly to their experience and to undertake changes in their approaches to negotiations, conflict and conflict resolution.

It is the purpose of this chapter to determine whether changes have occurred in the bargaining relationships in the districts studied since the initial impasse which can in whole or part be traced to the experience with impasse resolution. Such a determination requires: 1) identification of the changes which might occur; 2) an analysis of the course of negotiations in years subsequent to the impasse and the identification of changes in negotiation strategies; and 3) differentiation of those changes which reflect earlier impasse resolution experience from those which reflect the "normal" maturation process. This latter task is both an important and difficult one, given the newness of many of the relationships at the time the impasse occurred.

The recency of the impasses studied (the earliest was resolved in 1962; the last, in December, 1965) limits the sample of post-impasse experience in which this determination must be made. In only three of the eight districts had two or more sets of negotiations taken place since resolution of the original impasse at the time this study was made. This may not be a crucial factor in the identification of post-impasse effects. These effects are likely to appear shortly after the initial impasse was resolved, if not in the course of impasse resolution. It does, however, complicate the problem of determining whether or not stable patterns have emerged in the bargaining relationships or whether further dramatic change can be expected to occur.

Potential Effects

The traditional index of post-impasse effects is the presence or absence of impasses in subsequent negotiations. The recurrence of impasses is taken as an indication that the impasse resolution mechanism used in an initial impasse did not establish strong pressures on both sides to compromise and did not impose sufficient costs on the parties to make them unwilling to use the mechanism again. The threat of use of the mechanism, therefore, fails to provide a basis for compromise in subsequent negotiations with a consequent weakening of the bargaining process.

The recurrence of impasses, however, is only a gross measure of post-impasse effects. It cannot provide insight into the causes of the patterns observed or into the nature of any changes undertaken by the parties in response to their experience. It is these changes which are of particular significance in the long run development of a stable and meaningful system of collective bargaining.

Two general types of such changes are of potential significance. First, experience with negotiations may induce the parties to change their view of conflict and their approach to bargaining. Second, experience with impasse resolution may also induce them to change their view of power and to attempt to change the basis on which impasses are resolved. Both of these types of changes should reflect adaptations to the basic market forces, and particularly those emanating from the community as the product market for public education, which determine the survival of both sides in the long run. In this respect, it is of particular interest to learn whether any changes have occurred which increase the rational component in decision-making, as dictated by professional considerations, or have increased the political component in decision-making, as dictated by public agency status.

Bargaining Strategies

It is possible to identify two polar types of bargaining strategies. The first is "crisis bargaining" which serves to insure the occurrence of an impasse and the involvement of the public in dispute settlement. The second is "impasse avoidance bargaining" which is designed to prevent the occurrence of an impasse and to avoid public involvement in decision-making.

Livernash has identified the characteristics of power or crisis bargaining as follows:

> ...early commitment to specific positions, wide-spread publicity to rally moral support for the positions taken, threats and arguments in support of committed positions, bluff and maneuver, and brinkmanship in the settlement process.[20]

In public education, crisis bargaining would involve the following:

1) early commitment to formal positions on issues;
2) public disclosure regarding positions and developments in negotiations;
3) use of experienced labor relations personnel in the conduct of bargaining;
4) reliance on threats and debate as the basis for interaction;
5) little or no attempt to negotiate prior to such deadlines as budget adoption or the opening or closing of schools.

Impasse avoidance bargaining can thus be characterized as follows:

1) avoidance of formal or specific demands and offers in the early stages of negotiations;
2) private negotiations and bi-lateral agreement on policies regarding public disclosure;
3) reliance on the superintendent and consultants from higher levels in the teacher organization in the conduct of negotiations;

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[20] E. Robert Livernash, "Brighter Future for Collective Bargaining," *Harvard Business Review*, 42, 5 (September - October, 1964), 71.

4) discussion of problems rather than debate over issues;
5) conduct of negotiations well in advance of any deadlines imposed by law or the school calendar.

A crisis bargaining strategy is most likely to be adopted or emerge in a situation of control conflict. An impasse avoidance strategy is most likely to be adopted where conflict is viewed as rationally-based. This was clear in the negotiations leading up to the initial impasses in the districts studied. In Districts 2, 7 and 8, negotiations approximated crisis bargaining; in Districts 1, 3 and 5, they more closely paralleled the description of impasse avoidance bargaining. In Districts 4 and 6, the teacher organizations appear to have pursued crisis bargaining strategies, based on the availability of an impasse resolution procedure, to which the boards adopted neutral responses.

In general, any evolution in the bargaining behavior of the parties toward an increased reliance on reason and emphasis on impasse avoidance will be a reflection of the community and professional relations costs of an impasse to both sides. It is these costs which determined the attitudes of the parties toward the settlement of the impasse and the process by which it was reached. It is the level and balance of these costs which determine the rate and direction of change in bargaining strategies.

On the basis of the attitudes of the parties toward their initial experience with impasse resolution, it is possible to make hypotheses regarding the direction of changes in bargaining strategies:

1) In Districts 1 and 3, the highly favorable attitudes of teachers toward the results of an economic approach to impasse resolution should induce crisis bargaining.
2) In Districts 2 and 4, the neutral attitudes of the boards and the unfavorable attitudes of the teachers towards a political approach to impasse resolution should induce a partial withdrawal from crisis bargaining.
3) In Districts 5 and 6, the highly positive attitudes of the boards

toward a political approach to impasse resolution coupled with the neutral attitudes of teachers should produce crisis bargaining.

4) In Districts 7 and 8, the dissatisfaction of both sides with their experience with impasse resolution should produce impasse avoidance bargaining.

Impasse Resolution

It is also possible that experience with impasse resolution will lead the parties to attempt to change the power basis for the resolution of impasses. Such a change may be an alternative to a change in bargaining strategies or a supplement to it.

Any shift, as relationships mature, to an increasing reliance on rational power as the basis for dispute settlement requires bilateral agreement, as either party retains the ability to initiate an economic or political approach to impasse resolution. Bilateral agreement may be encouraged by the imposition of an impasse resolution procedure by an outside party or by law.

The teacher organizations in Districts 2, 7 and 8 suggested the substitution of a purely rational approach to impasse resolution (binding arbitration) for the political and economic approaches utilized in the original impasses. The boards of education in Districts 1 and 3 made similar suggestions. In both cases, the proposals were designed to change the underlying balance of power. Thus, in neither case, would one expect the opposite party to accept the suggestion.

The substitution of economic power for rational or political power can be made on a unilateral basis. This type of change could be expected in Districts 1 and 3, given the success of teachers in the initial impasses through the exercise of economic power. The same change might be expected in Districts 2 and 4 on the basis of the teacher organizations' reaction to the results of a political approach to the original dispute.

The experience in Districts 3 and 4, in this respect, will be most interesting. In both cases, the associations had been willing to accept rationally-based impasse resolution procedures prior to experience with collective bargaining. Their early experience, however, clearly pointed out to them that a rational approach could be more prejudicial to their interests than a test of economic power. Their reaction to this experience should provide some insight into the viability of the other local district impasse resolution procedures which appeared early in the development of collective bargaining in public education.

Experience in the Districts

There is significant diversity among the eight districts with respect to both the extent and nature of their post-impasse experience. A brief summary of this experience in each of the districts is provided in Table VI-1.

District 1

In 1963, the board claimed it had no funds available in its established budget for salary increases for 1963-1964 and could not legally commit itself to salary increases in 1964-1965 until its budget for that year had been officially adopted. The union requested a salary increase in 1963-1964 and absolutely refused to sign a two-year agreement unless it contained definite salary increases for 1964-1965.

Within the framework of this "allocation impasse" a significant change was made by the board in its approach to negotiations. In 1962, the board had sought to reach agreement with the union on salaries prior to final action on its budget and had gone so far as to defer submission of the budget in order to facilitate this. Once the budget was finally approved, the board used it, and particularly the salary figure contained in it, as the basis for its offer of a total dollar package for salary increases and related welfare benefits. In 1963, the board absolutely refused to discuss salaries with the union until after its budget had been approved by the city council. The union's response to this stand was a public threat that schools would not open in the fall unless the board revised its stand on the integrity

TABLE VI-1

POST-IMPASSE EXPERIENCE
in the Districts

District	No. of Contracts	Impasse	Impasse Resolution	Nature of Agreements
1	2	1 Yes 2 Yes	Strike threat; mayor intervened Strike threat; mayor intervened	1. Compromise - on salaries 2. Acceptance of union's salary demands
2	1	No	Informal mediation	3-year contract--significant increase in M.A. maximum salaries[2]
3	1	Yes	Strike -- Fact-finding	Board rescinded unilateral decision on salaries, teachers reduced demands
4	1	No	Informal mediation	Board accepted index schedule[2]
5	1[1]	No	---	Teachers compromised on salary pkg.[2]
6	2[1]	No	---	1. Teachers compromised on salary structure[2] 2. Board compromised on insurance benefits[2]
7	1	No	---	Board accepted index schedule, granted increases in increments[2]
8	2	No	---	1. Board accepted, in part, panel recommendations[2] 2. Board accepted index schedule[2]

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[1] Includes negotiations for second year of two-year contract after settlement of impasse over terms for first year.

[2] Issue in original impasse.

of its unilaterally adopted budget. Thus by the beginning of January the battle lines were clearly and publicly drawn.

The change in approach to budget development was accompanied by a change in the structure of negotiations. The board of education had agreed in 1962 to meet directly with the union's negotiating committee in case an impasse was reached. This was done to bolster the position of the union leadership vis-a-vis what the board regarded to be the more militant minority wing of the union. The board was, indeed, called upon to meet with the union in 1962 and ultimately bore the major share of the burden of negotiations. In 1963, the responsibility for the conduct of negotiations was shifted to the superintendent and the labor relations expert hired by the board after the strike in 1962. The board withdrew completely from an active role in negotiations in order to attempt to protect its final fiscal authority. This change was much to the displeasure of the union which espoused, as a matter of policy, the view that meaningful bargaining could only take place with the board, which held the ultimate authority to expend funds.

Little or no serious bargaining occurred prior to mid-August, although negotiations opened formally in November. The nature of the interaction between the parties in the first nine months of negotiations can be deduced from the number and nature of issues which were still unresolved when the mayor intervened in late August. In 1962, only one issue out of 80 union demands became the subject of an impasse. In 1963, over 80 issues out of 170 union demands were unresolved when a mediation panel was appointed. The union's response to the board's approach was to threaten that schools would not open in September if no contract had been agreed upon. As had been the case in 1962, the mayor responded to this strike threat and appointed a three-man mediation panel.

The mediation panel was able to secure an agreement before schools opened. In what the board described as a "miracle of mediation" the 80 outstanding issues were resolved in the course of one long weekend. The panel "upheld" the board's position on its 1963-1964 budget. As representatives of the mayor, this action meant that the mayor could not or would not provide additional funds for the school system. This was not surprising to either party as the city had already had to increase its support of the system by $13 million in order to replace the one-time windfall realized in 1962 and thereby maintain the status quo. In order to avoid a strike, the panel "induced" the board to make three concessions designed to serve a quid pro quo for no salary increase in 1963-1964. These concessions were acceptance by the board of 1) class size limitation, 2) a voluntary transfer plan, and 3) a specific commitment to salary increases in 1964-1965. The board had vehemently opposed both class size limitations and the voluntary transfer plan on the ground that any change in the status quo would adversely effect the quality of education in the system. The board regarded the salary increases for 1964-1965 as "mortgaging of the future," despite the fact that the panel had assured the board the mayor would provide the funds to meet this commitment.

The 1965 negotiations followed much the same pattern as the 1963 negotiations. In both cases, the board refused to discuss its budget request to the city with the union. In both cases, little effort was made to narrow issues prior to the end of August. In both cases, the union threatened that schools would not open in the fall unless a contract had been agreed upon and, again, the mayor responded by appointing a three-man mediation panel.

Mediation, alone, was not sufficient to resolve the 1965 impasse. The parties were able to reduce the list of unresolved issues from 150 to 2 in one week under the supervision of the mediation panel. Both sides admitted that this was not difficult as prior discussions had served to establish an implicit basis for settlement of most of the issues. Formal compromise on these matters had been simply postponed in order to increase the number of possible trade-offs when the mayor did intervene and the basic fiscal issues could be resolved. In short, both sides admitted that the members of the mediation panel had been correct in charging them with a failure to negotiate. The panel, however, was forced to make recommendations for settlement of the fiscal issues in dispute. These recommendations embodied all of the major demands of the union. Due to an error in the panel's cost calculations, the recommendations actually exceeded the union's demands by about $10 per teacher over the two years of the agreement. The union, of course, immediately accepted the recommendations. The board also accepted the recommendations despite the costing error, simply because it felt it had no real choice given 1) public disclosure, 2) public acceptance by the union, and 3) the existence of the strike threat.

The New York City situation represents an excellent example of a relationship in which short run experience with impasse resolution appears to have had a profound impact on the subsequent course of the relationship. The 1962 experience with negotiations and impasse resolution set a pattern which was followed in 1963 and 1965 and, again, in the recently completed 1967 negotiations. This pattern is one of crisis bargaining in the fullest sense. The focal point of this process is intervention by the mayor at the last moment in the face of a strike threat.

The appearance of crisis bargaining in District 1, in contrast with the intensive bargaining which took place prior to the strike in 1962, is a reflection of two factors:

1) a reaction on the part of the union to its success in 1962;
2) a drastic change in the board's approach to negotiations which was dictated by the judgment that it was necessary to "get tough" to avoid a repeat of the 1962 experience.

The decision by the union to resort to a strike in 1962 was based on the assumption that strike action would force the mayor to provide the funds required to meet their demands. When this assumption proved correct and when intervention produced a total victory for the union, both crisis bargaining and the economic approach to impasse resolution became highly attractive strategies. The incentive to continue to use this strategy was reinforced by the existence of strong pressures on the union to achieve landmark settlements as a by-product of the broader competition between the AFT and the NEA.

The board of education definitely changed its approach to negotiations. Its acceptance of crisis bargaining represents a marked shift from the approach taken in 1962 when it made significant compromises in an effort to avert a strike. The major symptoms of this change in approach are the changes in budget development, representation in negotiations and compromise strategy.

These changes were the result of a more basic change in the board's view of its incentives in negotiations which, in turn, were a reflection of a disillusionment with the effectiveness of a rational approach to negotiations, given the union's willingness to strike and the mayor's sensitivity to the strike weapon. This "bitterness" served to push the board toward a quite different view of conflict and the negotiation process. It could not or would not repudiate its acceptance of the principle of collective negotiations and did not attempt to deny the right of teachers to bargain collectively. It did, however, attempt to establish a political base for resistance to the demands of teachers. The nature of this base can be inferred from the following public statement by one board member:

> It is the belief of our scheme of public education that the objectives of the school system, the basic emphasis of the teaching efforts, the goals to be achieved, shall be determined by the community itself and not by the professionals.

In attempting to isolate basic policy decisions as an area of managerial prerogatives the board was expressing a refusal to be forced to make decisions by default through salary negotiations in the context of fixed resources, as had been the case in 1962.

The board of education was clearly unable to build an effective power base through this approach. This was clearly reflected in the nature of the settlements of the 1963 and 1965 impasses. It was also reflected in the board's public statement following final settlement of the 1965 impasse. This statement, issued on September 10, 1965, read, in part, as follows:

> ...the direct and related costs to the board for the increased payments for teachers will exceed by about three million dollars all of the remaining and unallocated new money provided by the city for this year's budget...while the deficit will be (met by the city) the board will not be able to use any of the unallocated money on other needed improvements in the school system as the board had hoped to be able to do.

> For the second year under the mediator's recommendations the increased payments for teachers and the direct and related costs to the board will be much greater than in the first year. The board views with grave misgivings this heavy mortgaging of the future. No one knows what the board will receive from the city and state for next year's budget and federal funds cannot be used for increased teacher salaries and so will not relieve the strain. In short, the carrying out of the recommendations will force the board to adopt a different scale of budgetary priorities than those which it has deemed to be in the best interests of the school system.
>
> If this way of budget-making were to become permanent, it would end by destroying the usefulness of the board and the integrity of the educational system.

Pursuant to the views expressed in this statement, the board formally invited the union to join with it in discussions designed to find a way out of crisis bargaining. The board summarized such bargaining as

> ...the spinning out of negotiations, the preparations for a strike, the appointment of mediators, and the last minute framing of recommendations designed first and foremost to avoid a shutdown of the school.[21]

The board had privately expressed a desire to avoid crisis bargaining as early as 1962. After the 1963 negotiations, the president reiterated this interest in a suggestion that a panel of eminent neutrals be appointed to sit in on negotiations with a view toward mediation and/or fact-finding and recommendations by these neutrals if an impasse arose. This suggestion was, of course, a direct reaction to the experience in 1963 with the "miracle of mediation." The board's invitation to the union in 1965 was a reflection of the fact that it realized that no change would be possible without the consent of the union.

The union accepted the board's invitation but was positively cynical about the value and outcome of the discussions. The union's view was that the only way out of crisis bargaining was for the mayor to meet the union's demands prior to issuance of a strike threat. In short, the union expressed no desire to change its approach to negotiations or impasse resolution. In light of these views, it is not surprising that the discussions were abandoned without results and that the same economic approach to impasse resolution was used in 1967 as had been used in 1962, 1963 and 1965.

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[21] Reprinted in its entirety in the New York Times, Saturday, September 11, 1965, 41M.

District 2

In District 2, a three year agreement was negotiated in the spring of the year following the end of the original two-year impasse. This agreement provided for increases of approximately $1,000 in the M. A. maximum salary over the life of the agreement and thus represented a clear change in the board's earlier position on salary increases at the top of the schedule. The agreement also represented a departure from past practice in terms of its duration. Agreements traditionally had been of two year's duration as the union resisted any longer agreements.

This change in the output of the negotiation process is the result of a complex set of forces both inside and outside the immediate relationship.

Neither party approached the negotiations at the outset on any different basis than they had in the two previous years. The union demanded an M. A. maximum salary of $8,200. This demand represented a rejection of an earlier union position. In the course of mediation in the previous spring, the judge had suggested the impasse be resolved by acceptance by the teacher organization of the board's unilaterally adopted schedule in exchange for acceptance by the board of a $7,900 M. A. maximum schedule for the following year. The union had indicated at the time a willingness to accept such a settlement. When the board rejected this arrangement, the leadership of the union indicated that $7,900 would no longer be acceptable and that $8,100 was likely to be the minimum to which the teachers would agree. The board's reaction to the union's demand was a threat that another strike would occur unless the union reduced its demands in the salary area.

Although the parties took these positions in the fall, negotiations did not begin until after January 1. The reason for this delay was the fact that two new board members had been elected in the fall and were to take office in January.

The board was unwilling to negotiate and make any decisions on salaries during its "lame duck" period.

This decision proved to be highly significant as it produced a complete change in the chief spokesmen for both sides in the negotiations. The leadership for the union had changed at the beginning of the school year under constitutional succession. This removed from negotiations those teachers who had been convicted of and fined for contempt of court in the course of the impasse. On the board side, the president of the board of education withdrew from the prominent role he had played in previous negotiations in favor of a representative of what was a more conciliatory segment of the board. The president had been, at least in the eyes of the union, the chief architect of the board's refusal to bargain.

The change in the board's representation in negotiations reflected political forces in the community. Both incumbents on the board had been defeated in elections held in the fall. In addition, the reform candidate for mayor had been elected. The union claimed a major victory in its campaign of political action in the defeat of one of the two incumbent board members. In the case of the other incumbent on the board and the mayor, the union claimed no particularly significant role but did express definite satisfaction with the results of the elections. The change in the composition of the board and in the larger political environment produced by the elections served to weaken both the board's desire and ability to refuse to negotiate with the union. It was this change which forced the withdrawal of the president of the board from an active role in negotiations.

Once negotiations were begun, they went far more smoothly than had been the case in the two preceding years. More meetings were held between the board and the union and negotiations took much longer. Agreement was not reached until very close to the end of the school year, whereas in the two previous years the board had taken final action on the salary schedule and its budget in mid-March. Finally, negotiations were not conducted in public. The board abandoned the interest in and demand for open negotiation sessions which had become the subject of a minor impasse one year earlier. The three year agreement finally reached represented a compromise between the parties and was achieved without declaration of an impasse. The parties, however, did utilize the services of a state mediator.

The change in the approach to negotiations and to conflict resolution is a reflection of more than the change in the local political environment. In January, a bill was introduced in the state legislature which called for full support of the rights of public employees to bargaining collective and the use of mediation and/or arbitration in cases of impasse. The passage of this bill in the spring settled, finally, the question of the board's obligation to bargain with the union and precluded recourse to unilateral action in the event of impasse by either side.

The post-impasse experience in this district appears to reflect a change in the adversary incentives on both sides of the relationship in response to changes in the political and legal environment. The experience with impasse resolution does not appear, in and of itself, to have dictated the changes in bargaining strategy. The primary cause of these changes was undoubtedly the change in public policy which solved the union's institutional problems and deprived the board of easy access to its most effective power base.

District 3

In District 3, only one set of negotiations has taken place since the resolution of the original impasse. These negotiations were not concluded until the fall of 1966.

Shortly after the resolution of the initial impasse, new state legislation was enacted which formally supported the right of public employees to bargain collectively and established procedures for determination of bargaining units and exclusive representatives. The local association, which had held recognition in the district under a local negotiation policy, immediately requested a representation election. The minority local of the AFT in the district attempted to delay holding of the election by filing unfair practices charges and challenges to the bargaining unit sought by the association. The administration and board of education assumed a neutral or "hands off" position with regard to the representational question which facilitated the union's stalling tactics.

The association finally demanded that the board begin negotiations with it under the existing local negotiation policy prior to conduction of a representation election. It was prompted to make this demand by the approach of the date on which the board was required to formalize and finalize its budget for the following school year. It supported this demand with the threat of mass resignations. The association collected letters from about 500 of its almost 800 members.

The board's public response to this demand and the threat of mass resignations took the form that the existence of the representational question and unfair practices charges prevented it from entering negotiations with any organization. Privately, however, the board did adopt a more active role in the adjustment of the questions which barred holding of the representation election. Shortly after the association made its threat, a voluntary agreement was reached between the board, the association and the union local regarding recognition and the unfair practices charges were dropped.

The association was recognized by the board of education without conduct of a formal representation election. Negotiations over a contract for the 1966-1967 school year began in late April 1966. The association demanded a B. A. base salary of $6200 but would have settled for $6000. The board of education offered $5700 and later increased the offer to $5800. The association refused both offers and continued to demand $6200.

As the end of the school year approached, the board's negotiator, a lawyer hired specifically to conduct the negotiations, implied that the board would go as high as $5900. He did this by indicating the existence of sufficient total resources to finance a base salary of $5900 although no specific offer was made. The association responded by reducing its demands to $6100. When the association would not compromise further and accept the $5900 figure, the board reaffirmed its original $5800 offer and claimed that there had been an error in their estimation of total funds available for salary increases. The association immediately reinstated their demand for $6200.

After school was dismissed in June, the board unilaterally adopted a salary schedule with a $5800 B. A. base salary. The association responded with a threat that schools would not open in the fall. The board then made plans to open schools in the fall by using administrative personnel and new teachers to conduct two half-day sessions. The board planned to offer double pay to any teacher who would work these split sessions. The association admitted that such an offer would have been most attractive to both new and old teachers after three months of summer vacation without pay.

No negotiations of any significance took place in July or early August. In late August, the governor called both parties to a meeting in his office. This meeting also included the parties to similar disputes in 13 other "distressed districts" where teachers had threatened a "no-contract, no-work" policy. The governor first suggested a return to work on the basis that all agreements reached would be retroactive to the opening of school. The teacher organizations, including the association in District 3, rejected this suggestion. The governor then suggested intensive mediation by the state Labor Mediation Board. This suggestion was accepted.

An agreement was reached at 2:30 a. m. on the Tuesday when teachers were scheduled to return to work. It was reached when the mediator issued a specific set of recommendations for settlement of the dispute and indicated that he would make them public if the dispute persisted.

These recommendations called for a B. A. base salary of $5900. The board was, of course, willing to accept this because it would have gone this high on its own. The association was willing to accept it because the board would be forced to abandon the $5800 figure it had adopted unilaterally in June. After the unilateral decision by the board, the leadership of the association had given up its $6000 goal and focused entirely on securing some concession from the board. Its knowledge of the board's plan to open school was an important factor in this change of goals. The teachers, however, did not all share this knowledge and there was some strong resistance to ratification of the $5900 base salary settlement. It was finally ratified at 7:30 a.m. on Tuesday in time for teachers to report for work.

The appearance of crisis bargaining in this district was also the result of a change in the board's view of conflict. It appears that the board had abandoned its early rational view of conflict and negotiations in favor of a more institutionally-based adversary incentive. Such an incentive was implicit in its willingness to tolerate delay in the holding of a representation election only one year after it granted recognition to the association on a voluntary basis. It is reflected in the decision of the board to hire a lawyer who was experienced in private sector labor-management bargaining, as a substitute for the superintendent in the handling of of negotiations. It was also reflected in the board's decision to take unilateral action on the salary question after the end of the school year. Finally, it was the basis of the decision by the board to attempt to open schools through the offer of double pay to teachers. These actions were all designed to enable the board to articulate and defend its priorities in the use of available funds in a more effective way than it had in the previous year. This type of change is clearly consistent with the attitudes of the board toward the settlement of the initial impasse.

The result of this shift in the board's approach to negotiations was to change the nature of the association's adversary incentive in the dispute. It forced the teacher organization into an institutionally-based adversary incentive instead of an economic one. In general, the board gained from this change in terms of the final dollar settlement of the central salary issue.

The board's approach to negotiations in 1966 also changed the power base for impasse resolution. The earlier rational and political approaches were openly abandoned in favor of a test of economic power. Although the board continued to favor a rationally-based approach to impasse resolution, at least in its public statements, it was unwilling and/or unable to institute such an approach. It was unable to do so because of the association's apparent willingness to rely on economic power as the basis for impasse resolution. This willingness was only reinforced by the passage of new legislation and the elimination of the old local impasse resolution policy. The board may also have been unwilling to use the old procedure, given its reservations about it. If this was the case, the new legislation also served to free the board to undertake an economic approach to impasse resolution by absolving it of its previous voluntary commitment to collective bargaining.

District 4

One set of negotiations has been carried out in District 4 since resolution of the initial impasse. These negotiations resulted in an agreement which represented a compromise between the parties. This agreement was reached without formal public declaration of an impasse, but the parties did require the services of a mediator on an informal basis.

As the was the case in District 3, the passage of new legislation regarding the rights of public employees to bargaining collectively came shortly after resolution of the initial impasse. This first set of negotiations under the new law followed quite a different pattern than did those which led up to the initial impasse. In those negotiations an impasse was declared immediately after the first exchange of offers. In the next set of negotiations, a long series of meetings were held in which both sides compromised to some extent. When accommodation could not be reached as the end of the school year approached, the parties requested the services of a mediator from the state labor relations agency. The mediator was able to bring the parties to an agreement in the course of a single meeting. In marked contrast with the experience in District 3 and large numbers of other districts in Michigan, the association made no threat to undertake unilateral action.

These negotiations reflect a change in approach to negotiations on both sides of the relationship. This change may be attributed at least in part to the disappearance of the impasse resolution procedure formerly embodied in local policy. The association could not, in the absence of such a procedure, declare an impasse as soon as it became apparent that the board would not meet all of its demands. The board had no incentive to withdraw its initial offer once it was rejected by the association. It is quite possible, however, that neither side would have been anxious to use the procedure had it been available, as neither party felt it had benefitted from the use of the procedure in the previous year.

In general, the post-impasse negotiation experience in this district appears to reflect a withdrawal from public involvement in the dispute in favor of private compromise. The board was motivated to undertake or accept such a shift by the nature of the threat to its position which it had perceived in the operation of the fact-finding panel and in the issuance of public recommendations. The teacher organization was motivated to undertake or accept this shift by the same threat. To the association, it was clear that a purely rational approach to issues would not produce automatic acceptance of its demands as had once been anticipated. Furthermore, the power of the organization had proven too limited and insufficient to overcome the power of the panel and the board combined. To neither party did the use of a mediator produce the same kind of threat.

District 5

The impasse in District 5 was not resolved until December 1965. At that time a two-year agreement was signed and negotiations over a successor agreement had not begun at the time this study was concluded. Some insight into the probable future course of the relationship in this district can be secured, however, from the negotiations over the salary schedule for the second year of the contract and negotiations, one year later, over implementation of a fringe benefit commitment made by the board in 1965.

It was the association which originally suggested a two-year agreement. The motivation for this suggestion was a desire to withdraw from direct conflict with the community and the town council after two years of implicit warfare and one year of open warfare in the form of the Advisory. This desire to withdraw from public exposure also dictated the association's approach to the setting of salary schedules for 1967-1968.

The salary schedule for the second year of the contract was settled quickly and without conflict once the impasse over the 1966-1967 schedule was resolved. This was in part a reflection of the fact that both the board and the leaders of the association felt they were in a position to blame any settlement on the mediators should their constituents--the town council and the teachers, respectively--challenge the settlement. As a result, teachers did receive an increase, but one which the board felt would be below the average increase for 1967-1968 in other school districts in the state.

The board's evaluation of the salary settlement for the second year was correct. This raised problems for both the board and the leadership of the association. An attempt was made to deal with these problems in conjunction with a reopener on fringe benefits under the following provision of the agreement:

> The Board shall allocate $30,000 from the 1967-1968 fiscal year budget to be used during the period from the beginning of the 1967-1968 school year until April 1, 1968 to improve the teachers' present fringe benefits. The parties shall meet no later than October 1, 1966 to negotiate as to which fringe benefits the money shall be applied.

The $30,000 was designed to cover the cost of full family coverage for hospital and surgical insurance. The parties had a tacit agreement that this would be the use of the funds. When negotiations opened, however, it was discovered that, due to changes in insurance costs and the composition of the teaching staff, the cost of such coverage had risen to $37,000 for the period in question. The association requested that the board honor its tacit commitment to the level of benefits; the board refused. The board did indicate, however, that it might assume the full cost of family coverage if the association would agree to a $100 increase in base salaries. The association refused unless the increase was extended across-the-board.

The result of this exchange was a settlement which represented a compromise. The board agreed to full coverage and the association agreed to defer the effective date of such coverage so that the total cost of the coverage would not exceed $30,000. At the same time, however, the board also agreed to a package of $145,000 worth of fringe benefit increases for the 1968-1969 school year. This represented the largest such package in the state.

These settlements reflected a withdrawal by the association from a desire to involve the community in the dispute. This withdrawal was an acknowledgment of the teachers' weakness vis-a-vis the town council. The board, however, felt that its bargaining power vis-a-vis the local fiscal authority had been increased by the passage of state legislation supporting collective bargaining and by use of the impasse procedure established by the legislation. The size of the 1968-1969 fringe benefit package was a clear reflection of this view. The board was motivated to take advantage of the bargaining power it felt it had by the sharp political schism between it and the town council.

District 6

In District 6, two sets of negotiations have taken place since resolution of the original impasse over the 1965 salary schedule. The pattern followed by these negotiations differed markedly from patterns observed in negotiations prior to the impasse. The change which had taken place is regarded by both sides as an improvement. The union expressed its sentiments as follows: "We hope the effect will last for several years and that our relationship with the board will continue to improve as it has over the past two years." The superintendent and chairman of the board of education both expressed the view that the relationship had become a "highly professional" one and applauded the union for the restraint and responsibility it has shown in recent negotiations.

The primary difference between post-impasse negotiations and pre-impasse negotiations was in the length of time required to reach agreement. The first set of negotiations after resolution of the impasse involved the salary schedule for the calendar year following the impasse. These negotiations were carried out in conjunction with, but after completion of, negotiations over implementation of the fact-finder's recommendations. The union suggested a two-year agreement and the board accepted the suggestion. The board and the union required only one meeting to reach agreement on the salary schedule for the following year. The negotiations which took place one year later also required only one session before agreement was reached on teacher welfare issues. Negotiations prior to the impasse had always involved several sessions beginning in August and ending in November.

The nature of the settlements reached in these two sets of negotiations also differed markedly from settlements reached prior to the impasse. In both cases, the total cost of the welfare benefit increases agreed upon was equal to the amount originally demanded by the union. In the most recent set of negotiations, the final agreement called for the allocation to teachers' salaries and benefits of a higher percentage of the total increase in the board's budget for the year than in any other year in the memory of the superintendent (20 years). Traditionally, salary increase packages had fallen far short of the teachers' demands, under the pressure of limited resources allocated by the local fiscal authorities.

The agreements did not, however, represent total victories for the union. A strong element of compromise between the board and the union existed in the way in which the total package was allocated within the teaching staff. Specifically, the board sought to invest more in rewarding teachers with advance academic work relative to those with only the B. A. degree than was proposed by the union, half of whose membership held only the B. A. degree. This compensation strategy on the part of the board first appeared in the negotiations over implementation of the fact-finder's recommendations and simply persisted through each of the next two sets of negotiations. The quid pro quo for acceptance of these changes in the salary structure was full board payment of the premiums for medical and surgical insurance for all teachers and their dependents. This concession was not very costly to the board, as the union agreed to give up the $300 increment for teachers with dependents. As a result of this trade-off the board was required to increase its total compensation to teachers with dependents by a net amount of about $30 per year and to teachers without dependents by about $75 per year. This concession was, however, of great value to the union. The dependency allowance had become a difficult internal problem as it created a largely male-female wage differential. The allowance could not, however, be dropped without some extra compensation for teachers with dependents and the family insurance issue provided just such compensation. In addition, the compensation received in the form of board-paid insurance premiums was not taxable income and teachers were protected against increased costs of such insurance by the board's commitment to full payment of premiums.

The change which has taken place in the relationship in this district can be traced to four factors:

1) the disappearance of an institutionally-based adversary incentive on the teacher organization side of the relationship;
2) a withdrawal from public involvement on the part of the union;
3) assumption of the initiative in the negotiations by the board of education;
4) a change in the board's bargaining position vis-a-vis the local fiscal authorities.

The size of the total settlements agreed to by the board of education since issuance of the recommendations of the fact-finder have served to satisfy the institutional pressures which were focused on the union at the time the impasse arose. The teachers simply no longer have any basis for their earlier claim that they were being called upon to subsidize the school system because the local fiscal authorities would not do so adequately. The last remaining serious political problem which motivated the union to pursue negotiations to an impasse was relieved in the most recent set of negotiations with the insurance-dependency allowance trade-off.

Coupled with the disappearance of an institutionally-based adversary incentive on the part of the union has been a withdrawal from public exposure and involvement. It was the teacher organization which suggested the two-year agreement after use of the fact-finding procedure. The reason for this action was a feeling that the community would react negatively to continued publicity regarding union demands. In short, they feared that the community would come to the conclusion that the organization was too aggressive and greedy. This withdrawal has extended to the budgetary procedures in the district. Despite urging by the board, the union has not played any role in the board's bargaining with the local fiscal authorities. In both 1965 and 1966, no union representative appeared before the local fiscal authorities to urge acceptance of the board's budget request, despite the fact that in each case the largest share of any budget increase was in the area of teacher compensation.

The board of education has not changed its view of conflict or negotiation. It has, however, changed its negotiation strategy from one of defense to one of offense. The board has committed itself to the goal of maintaining a highly professional school system and teaching staff and has decided to use collective negotiations as a vehicle for achieving that goal. The goal itself is not entirely new. The commitment of the board to it has grown slowly over the years as the nature of the community has changed and with it the composition of the board of education.

The board has been able to articulate these goals more effectively in recent years largely because of the use of the fact-finding procedure. The recommendations of the third party have provided the board of education with the means to achieve its goals by enhancing its bargaining power vis-a-vis the community and the local fiscal authorities. It has been able to use the views of the impartial fact-finder as justification for radically increased budget requests in each year since the impasse. The acceptance of these increased requests has provided the board with the ability as well as the incentive to take the initiative in negotiations.

The after-effects of the use of the impasse resolution procedure are not expected to last indefinitely. In the year after the impasse, the local fiscal authorities made no attempt to cut the board's budget. In the next year, an unsuccessful attempt was made to cut $50, 000 out of the budget. In light of these developments, it is not surprising that both the board and the superintendent are willing, if not anxious, to use the procedure again, on the implicit assumption that the recommendations of the fact-finder will again prove valuable in the board's bargaining with the local fiscal authorities and, secondarily, the union. The validity of this assumption remains to be tested.

District 7

In District 7, one set of negotiations have taken place since the initial impasse was resolved by unilateral adoption of a salary schedule by the board of education in the spring of 1965. Negotiations over the 1966-1967 salary schedule were begun late in the 1964-1965 school year and were concluded, without an impasse, before school opened in September 1965.

The association initiated negotiations by submission of a list of proposals. These proposals differed significantly from the demands submitted by the association one year before in two respects. First, they were not made public. Second, no attempt was made to make the proposals highly specific or to provide exhaustive documentation for any specific course of action. These proposals ultimately served as the basis for negotiations.

The representation of each of the parties in the negotiations was different in 1965 than it had been in the negotiations leading up to the impasse. The chief spokesman for the parties in the negotiations which terminated in an impasse were not involved in the negotiations in the following year. The chief spokesman for the board had been the chairman of the board's Teacher Committee. After the negotiations in 1964 he had voluntarily changed his committee assignment within the board, in part to escape the burden of negotiations. The chief spokesman for the association in the negotiations leading up to the impasse had stepped out of his position under the requirements of the association's constitution and was not involved actively in the negotiations. In addition to these changes in individual personnel, both sides changed the size of their negotiation committees. The board was represented by a committee rather than by the entire board, as had been the case in 1964. The association undertook a comparable reduction in the size of its delegation. The net effect of all these changes in representation on both sides of the relationship was a reduction in the potential for personality conflicts of the type which characterized the negotiations leading up to the impasse.

The negotiation procedures followed in 1965 also differed from those observed in 1964. The fact-finder had recommended "that a procedure should be set up which will give the parties ample time to bargain in good faith and if an impasse develops to refer the matter to a fact-finder in time for an opinion reasonably prior to budget deadlines." In 1964, the board delayed making any specific counterproposal to the union until late summer. This resulted in formal adoption of the board's budget before negotiations had really begun. This pattern was not repeated in 1965 as negotiations were begun in the spring and concluded by the end of the summer well before the board was required to submit its budget for 1966.

The negotiations in 1965 had an entirely different character than those which led up to the impasse. The teacher organization readily admitted that the board demonstrated a willingness to meet more often, sit longer, and listen more carefully in 1965 than it had in 1964. The board, on the other hand, stated that the teachers had been more reasonable.

The 1966-1967 agreement called for a $100 increase in the base salary of the B. A. and M. A. columns and increases of $18 and $24 in the increments between steps on the B. A. and M. A. column respectively. These dollar increases in increments established increments on each column equal to four percent of the base salary in each column. The agreement is interesting in that it provided the very types of increases in increments which had been the focus of the impasse in 1964. The final schedule represented an interesting compromise. The teachers sought a straight index schedule which would tie all rates to the B. A. base rate. The board regarded the B. A. base rate as the crucial rate and sought some degree of freedom to manipulate it without having to make proportional adjustments in all other salaries. The schedules ultimately agreed upon carried the following descriptive footnote: "This schedule is a straight dollar increment which reflects a 4% index at the base."

There was some resistance to this compromise from the constituencies of both negotiating committees. The board felt that its committee had gone too far in accommodating the teacher's demands. When it took formal action to adopt the 1966-1967 salary schedule an attempt was made to "forget" to incorporate the above footnote although no change was made in the dollar figures. Despite the fact that the salary settlement was valued at over $160, 000 per year and embodied the "best raise in years, " the leadership of the association was criticized for not having asked enough and for having settled for too little of what it did ask.

The board in this district apparently felt that it had made its point in the initial impasse and did not feel able or compelled to pursue the control issue further. This decision was undoubtedly influenced by the fact that the original impasse did generate considerable political pressure on the board of education. These costs were implicit in the board's concessions to end the original dispute and in its decision not to utilize its most powerful public weapon against teachers and the association. These costs were largely responsible for the withdrawal of the board from public involvement in the decision-making process.

The teacher organization welcomed this withdrawal. Its defeat in the initial impasse induced a majority of the organization to abandon any attempt to force the board of education to accept the association's definition of collective bargaining and to accept, themselves, the necessity for compromise. This change reflected the financial and professional costs associated with the unsuccessful attempt to force the board to compromise in the initial dispute. The change was facilitated by turnover in the leadership of the association.

District 8

In District 8, two salary schedules have been negotiated since the resolution of the initial impasse. Both these sets of negotiations resulted in agreement without declaration of an impasse.

The tripartite panel which was involved in the resolution of the initial impasse in District 8 made a series of recommendations regarding future negotiation procedures. These recommendations included the following:

> 1) It appears the past practice of establishing a teachers' salary schedule in February and March for the following September had been inadequate since the Board's budget has been set in August of the prior year.

2) The panel strongly urges the Board of Education to establish a policy for the conclusion of all salary discussions before June 1st of each year for the budget due before August 1st of each year, which budget covers the salaries for the school year beginning approximately one year thereafter.
3) The panel recommends that all panel discussions between teacher representatives and the Board of Education be with the full board and not with a committee thereof.

Despite the fact that the board in District 8 expressed the opinion that the teachers had been "worshipping at the altar of procedure" in the negotiations leading up to the impasse, the board did accept in large part these procedural recommendations of the Adjustment Panel.

In the year following the impasse, the teachers submitted their demands in March as they had done in the previous year. These demands were not, however, accompanied by elaborate documentation as had been the case one year earlier. Instead, the demands took the form of a simple list of desired changes in salaries and other conditions of employment. The board immediately indicated its willingness to discuss these suggestions and negotiations began in April. In the previous year, the board had deferred making a definite counteroffer to the teachers until July, thereby preventing serious negotiation prior to adoption of the board's budget around August 1.

In the year after the impasse, the entire board was involved in the negotiations as recommended by the panel. This change was significant for two reasons. First, it served to remove the individual who had chaired the negotiation committee in the previous year from the role of board spokesman. This individual had been the subject of a personal attack by the teachers' spokesman in negotiations the year before as part of what was generally felt to be a violent clash of personalities. The bitter feelings held by this board member as a result of this experience would undoubtedly have complicated negotiations in the following year had he been called upon again to act as chief negotiator for the board. Second, the teachers' negotiation committee had charged that the board's negotiation committee in the year of the impasse was not representative of the entire board. To support this charge, the teachers pointed out that two of the three members of the committee were elected from the most tax conservative wards in the town although these wards elected only a minority of the total board. The involvement of the entire board in negotiations clearly ended this problem, if indeed it was a problem.

There were some comparable shifts in representation on the teachers' side of the relationship. The leadership of the teachers' joint salary committee passed from the union to the association under the practice of rotation. This served to remove from negotiations the individual who had served as spokesman for the teachers in the negotiations leading up to the impasse. It also served to reduce the carry-over of hostilities from one year to the next as the association leadership could and did divorce itself from responsibility for what had taken place in the previous year's negotiations.

As a result of the procedural and representational changes negotiations appeared to go smoothly in the year following the impasse. An agreement was reached without the appearance of debate before the board was required to take final action on its budget. This agreement called for a total package of salary increases approximately twice as large as was given by the board on a unilateral basis one year before. Specifically, the agreement called for an increase of $100 in the B. A. and M. A. base salaries and for increases of $100 and $300 in the B. A. and M. A. maximum salaries. The larger increases in the M. A. column reflect to some extent the recommendations of the adjustment panel. The $100 across-the-board increase in the B. A. column represents a major concession by the board in relation to its position in the earlier impasse when it sought to concentrate all increases in the B. A. column in the first seven or hiring steps.

The negotiations in the second year after the impasse followed the same type of pattern as those in the previous year and produced much the same type of settlement. Specifically, the agreement reached in this set of negotiations provided for adoption of an index schedule. The shift to such a schedule involved increases of $150 and $262 in the B. A. and M. A. minimum salaries respectively and increases of $75 and $390 in the B. A. and M. A. maximum salaries. The board was apparently able to achieve a salary structure and base rate with which it felt it could live and was willing to give, in exchange, the index schedule which served to freeze the percentage differentials between individual rates. This exchange is of interest because the initial impasse arose because the board insisted on changing the salary structure by devoting large amounts of resources to salary increases in the hiring rates at the expense of long-service teachers.

The post-impasse experience in District 8 parallels that in District 7. In both cases, the political costs associated with an appeal to the community induced both sides to withdraw from control conflict and crisis bargaining in favor of private decision-making. This change in view of conflict and bargaining strategies began before the initial impasse was resolved and was carried further in subsequent negotiations. As was the case in District 7, the change was facilitated by turnover in the bargaining leadership of both parties.

Conclusions

Four basic patterns can be identified in the post-impasse experience in the districts studied. These patterns tend to confirm the hypotheses regarding changes in bargaining and impasse resolution strategies set forth above. In Districts 1 and 3, crisis bargaining based on institutional adversary incentives and economic power did appear. In Districts 2 and 4, some minor changes have taken place in bargaining strategies but major changes also occurred in the approaches of the parties to impasse or conflict resolution. In Districts 5 and 6, cooperative relationships have emerged which are characterized by a rational approach to decision-making within the framework of a type of crisis bargaining between the boards of education and the local fiscal authorities. Finally, in Districts 7 and 8, compromise-oriented negotiations based on a mutual desire to avoid another impasse have appeared.

The appearance of crisis bargaining in Districts 1 and 3 can be traced to an unwillingness of teachers to withdraw from public involvement as the basis for conflict resolution. This unwillingness is a direct reflection of the proven economic power of teachers over the community and school system. In both of these districts, teachers enjoyed significant economic power due to the need of the system to recruit large numbers of teachers and the sensitivity of the community to interruptions in the flow of public educational services. Teachers were willing to exercise this power as a result of the nature and level of their expectations regarding the outcomes of negotiations.

In both districts, the boards of education attempted to circumvent the economic power of teachers as the basis for impasse resolution through substitution of a rational or political approach. In neither of the districts were the teachers willing to accept such an approach. In both cases, their reluctance was supported by the absence of definitive public policies regarding impasse resolution in public employment.

The boards of education in Districts 1 and 3 were forced by the reliance of teachers on economic power to change their view of conflict and their bargaining strategies. The purpose of these changes was to provide a basis for the boards to defend themselves from the economic power of teachers. The essence of the changes was an attempt to deny the teacher organizations direct access to the school district budget in negotiations in the hope of retaining some control over resource allocation. The primary characteristics of this attempt are as follows:

1) withdrawal of the board of education from negotiations in favor of the superintendent and experienced private sector labor relations personnel;
2) deferral of negotiations until after adoption of the system's budget;
3) a refusal to compromise prior to the approach of the opening of schools in order to retain control over all resources at the impasse stage.

The prospects for the future in these two districts are not clear. It is, however, apparent that any shift away from crisis bargaining and an economic approach to impasse resolution will have to come on the initiative of teachers. The willingness and ability of the teacher organizations to abandon their current approach will depend on two sets of forces. The first is the view of conflict held by teachers. A change in the expectations of teachers may come about through time with the disappearance of old built-up hostilities. The second is the sensitivity of the community to the exercise of economic power by teachers. In the short run, the community reacts as consumers of education; in the long run it may react as taxpayers. This type of reaction may be hastened by the cumulative economic and psychological effects of a series of crises in the schools. Neither of these changes in the forces surrounding the relationships seem likely to occur in the near future. The appearance of crisis bargaining and the continuing competition between the AFT and the NEA should reinforce the high expectations of teachers. The labor market position of the districts is not likely to change drastically and thereby erode the basis for the exercise of economic power by teachers. The product market pressures on the board are also unlikely to change significantly. The experience in New York City indicates that a cost-based community reaction may not be forthcoming for some time. It also indicates that the burden of such a reaction may be shifted to non-salary areas of the budget and educational program given acceptance by the board and the community of the principle of collective negotiations.

In both Districts 2 and 4, there is some evidence of a withdrawal from institutionally-based adversary incentives. In District 2, it was the board which undertook such a change in response to changes in the legal and political environment. In District 4, it was the association which made this change as a response to its "defeat" in the earlier impasse. Both of these parties were motivated to make these changes by an acknowledgment of limitations on their political power.

None of the parties, however, undertook any significant change in bargaining strategies. All recognized the basic economic conflict component of negotiations and adopted bargaining strategies which paralleled those found in the private sector. These same approaches had been used to some extent in previous negotiations and were simply elaborated and refined for the negotiations which followed resolution of the initial impasse.

The parties, however, did change their approaches to impasse resolution. In both cases, the parties elected to utilize private mediation in preference to public fact-finding when an impasse was approached or reached. This choice reflected the parties' basic dissatisfaction with the results of the political approach to impasse resolution used previously and unwillingness to risk or accept a purely rational approach to impasse issues and economic conflict. In both districts, this preference or choice was facilitated by a change in public policy which freed the disputants from the need to utilize previous approaches to impasse resolution.

The appearance of cooperative relationships in Districts 5 and 6 can be traced to an opposite set of developments to those which occurred in Districts 1 and 3. In these two districts, the teachers were willing and anxious to withdraw from public involvement as indicated by their suggestion of two-year agreements. The boards of education, however, did not wish to withdraw and preferred public involvement. As a result of these decisions, the balance of power in the decision-making process has shifted to the boards of education. The teacher organizations have lost, at least temporarily, the initiative in bargaining and have been forced to assume a significant burden in selling negotiation decisions to their constituents.

This change in the decision-making process can be attributed to a complex set of political forces. In both districts, the community had been hostile toward its school system and toward the demands of teachers for salary increases. This hostility clearly influenced the decision of teachers to withdraw from public exposure. The boards of education in both cases represented different segments of the community than were in control of the local fiscal authorities. This gave them an incentive to resist the hostility of the community. Collective bargaining and impasse resolution was viewed as a basis for such resistance. Thus, in neither case did the boards of education seek to avoid an impasse in either the negotiations leading up to the initial impasse or in subsequent negotiations. In both cases, the boards used the results of recourse to a formal impasse resolution procedure as the basis for exercising political power against the local fiscal authorities and attempted, unsuccessfully, to enlist the aid of the teacher organizations in this process.

The experience in these districts points out the possibility that a political approach to impasse resolution may provide a basis for collusion between teachers and a board of education where both perceive the community as a common enemy. This is particularly likely where a third party is called upon to make recommendations on the basis of information which is supplied voluntarily by the disputants. It is the board which, in theory, bears the responsibility under such a system for the presentation and defense of the community's values. In general, however, collusion of this sort should be a very limited short run phenomenon.

The incentive to attempt such an approach will be limited to those situations in which a board of education holds markedly different values than the community-at-large. The ability to coerce constituents is limited to the short run as is indicated by the increasing resistance to school district budgets in District 6 and the fact that the town council in District 5 did cut the board's 1967-1968 budget by $150,000.

In Districts 7 and 8, there was a marked shift away from crisis bargaining in favor of impasse avoidance subsequent to the initial impasse. This change can be attributed to the development of a mutual aversion to public involvement in decision-making which reflected the parties' lack of confidence that the community shared the values of those most directly concerned with the operation of the system.

In both of these cases, the initial impasse involved recognitional issues on one or both sides of the relationships. The changes in the nature of the interaction between the parties are what would be expected once such issues were resolved. The tendency toward a more compromise-oriented view of negotiations away from one of total war was prompted by the fact that both sides had been forced to acknowledge the limits on their decision-making power imposed by the community. This experience is of particular significance because it indicates the existence of an alternative to economic power as a basis for negotiations in the long run. It also indicates that a laissez-faire approach to institutionally-based impasses is a viable strategy.

The nature of the changes in the structure and process of negotiations in these two districts can be used as a model for impasse avoidance in public education. In general, these changes were the opposite of those found in Districts 1 and 3 and served to expand rather than contract the extent of access by teachers to basic policy decisions and authority. Three of the changes undertaken by the parties are of particular significance:

1) a change in the board's representation in negotiations which expanded the possibility for open interaction between teachers and board members and increased the importance of the role played by the superintendent as a consultant;
2) a change in the time schedule of negotiations which permitted teachers a meaningful role in budget formulation problems;
3) a reduction in the extent of public disclosure through exclusion of the press from negotiations and adoption of a joint policy on press releases.

To a limited extent, these same types of changes were also observed in Districts 2 and 4 in conjunction with a shift away from economic and political power as the basis for impasse resolution.

The parties to the bargaining relationships in these two districts have learned a great deal about negotiations and the nature and extent of their decision-making power. In each district, however, there are minorities on both sides of the relationships which would like to resume the earlier contest over control of the system. In each of the districts, the potential exists for significant economic conflict which could serve as the basis for control conflict. In District 7, the board is becoming increasingly resistant to the association's demands for a full index schedule. The superintendent feels that this issue could become the subject of an impasse in the near future. In District 8, the superintendent expressed the opinion that a confrontation between teachers and the tax-conscious members of the board comparable to that which produced the first impasse may come in the not too distant future. He expressed the opinion that an impasse might soon be generated by the insistence of the teachers on an index schedule in the face of the financial demands to be made on the system by the need to staff and furnish a new school which is scheduled to be built over the next two years.

The longer the period of time which elapses before the appearance of such issues, the more likely it is that they will be regarded as economic rather than control-based. Time favors the acceptance of compromise as the essence of negotiations and erodes both the willingness and ability of the parties to conduct a recognitional or institutional battle. The time which has already passed since resolution of the initial impasse implies that when conflict does appear, it is far more likely to be perceived and resolved along the lines found in Districts 2 and 4 than along the lines found in Districts 1 and 3.

VII. SUMMARY AND POSSIBLE IMPLICATIONS

The Status of Collective Bargaining

Collective bargaining as a decision-making process has not yet been widely accepted in public education. In some few districts, collective bargaining has been practiced for a number of years. In others, it has appeared only very recently and has not, in all cases, been fully accepted by school management. The novelty of collective negotiations in public education has produced widely divergent perceptions and expectations of the process. In public education generally and in individual local school districts, teachers and members of school management clearly differ as to the meaning of collective bargaining for the focus of decision-making power. These differences parallel those found between workers and managements in the private sector during the period collective bargaining was a relatively new process.

On the teacher's side of the relationship exaggerated expectations exist as to the promise of collective negotiations. Teachers have overestimated the extent to which formal collective bargaining shifts decision-making power to the teaching staff. In most of the districts studied, teachers took the appearance of collective negotiations to mean that the board could no longer refuse to accept their demands or proposals as it did prior to negotiations. The teachers simply felt that collective bargaining provided them with a vehicle to force the board to accept their determination of the needs of the district and thereby to force the community-at-large to do the same.

This view of collective bargaining reflects professional desires to control conditions of employment and services to be rendered. Also, it reflects the pent-up hostility and frustration which grew out of the long series of "professional" attempts to influence district policy through rational means before the appearance of negotiations. It is this emotional factor which produced the stated desire in some districts to "make-up for the effects of past paternalism" or to "end subsidization of the system and community by the teachers." These emotional reactions were only heightened by the widespread lip service paid to education as a profession, to teachers as professionals, and to the view that teachers are grossly underpaid.

On the board of education side, two distinct views of the meaning of collective bargaining were observed. Both views were based on somewhat unrealistic notions of the extent to which collective bargaining required a sharing of decision-making power.

In three of the districts studied, the boards refused to share decision-making power with the teacher organization. These boards felt no need to compromise or accommodate to the local teacher organization in light of their legal power to make final, unilateral decisions on all policy questions. The unwillingness of some boards to accept the principle of collective bargaining is, of course, not surprising, even where this unwillingness came in the face of positive public policy support for collective negotiations. A refusal to negotiate reflects both the concept of managerial prerogatives and the concept of lay control of education. Individual board members could not be expected to be anxious or willing to surrender the power of office any more than management in the private sector was willing to give up its power with the advent of collective bargaining. Similarly, board members cannot be expected to surrender power to a local teacher organization which is not responsible to the community or subject to strong sanctions from it, when they themselves are directly subject to strong political sanctions from the community.

In the remaining five districts, the boards of education had "voluntarily" accepted the principle of collective bargaining. The evidence in the districts studied indicated that acceptance was based on somewhat idealistic views of the probable nature of negotiations in the education context. These views, for the most part, overestimated the extent to which facts and reason would serve as the basis for decisions and underestimated the extent to which political and/or economic power would serve as the basis for compromise and accommodation.

These views reflected the educational-professional norm of rationality and the image of teachers as self-sacrificing, client-oriented professionals. They also reflected pre-collective bargaining experience with teacher participation in decision-making. Many boards of education traditionally delegated teachers significant power over the decision as to how the total resources appropriated by the board for salary increases should be allocated within the teaching staff. They did not, however, permit teachers to participate in the determination of the size of the total package of salary increases. Boards of education overlooked the possibility that teachers would seek control over the size of the total salary package and would be unwilling to see the package set on a residual basis after other budget decisions had been made. It was the failure to consider this possibility which ultimately led to the disillusionment expressed by board members in charges of "professional selfishness," and to concern over the impact of teacher militancy on lay control of education.

These naive views of the meaning of collective bargaining were a crucial factor in the appearance and development of conflict in the districts studied. Both sides originally regarded conflict as rational in nature when it first emerged and approached conflict resolution through a marshalling of facts and debate. However, in all cases, some form of economic conflict was the "true" or underlying basis of disagreement and the parties were eventually forced to acknowledge this. Moreover, in some instances essentially economic conflict became transformed into more basic control or institutionally-based conflict.

The economic conflict in the districts studied took two forms. The first was disagreement over the allocation of resources within the system. The basis of this disagreement was conflict between the economic needs and aspirations of teachers as employees, and the economic needs of the system as defined by the board of education on behalf of the community as consumers of public education. The second form of conflict was disagreement over total local support of education. The basis of this disagreement was conflict between the aspirations of teachers for salaries based on their concepts of social worth, and the cost minimization aspirations of the community as taxpayers.

In all districts, the nature and level of teacher expectations regarding the benefits to be won through collective negotiations was an important fact in explaining the incidence of impasses. These expectations tended to push the teacher organization into the position where total or symbolic victory was required and this was unlikely short of an impasse. The fact that in seven of the eight districts studied these expectations arose in conjunction with either a change in the leadership of the teacher organization or a change in the formal status of the teacher organization as representative of teachers leads to the classification of these disputes as "new relationship" impasses.

Similar impasses were common in the private sector with the appearance of collective bargaining, when inexperienced negotiators were forced to cope with the pent-up frustrations of workers as reinforced by the hostility generated by bitterly contested organizing campaigns and representation elections. In these situations, the high expectations and militancy of the rank and file make a strike virtually inevitable in the first set of contract negotiations. The same elements were present in the districts studied.

The prevalence of "new relationship" impasses in the school districts studied indicates that the number of impasses in local negotiation relationships can be expected to be high in the immediate future as collective negotiations spread. Primary factors in this process will be state legislation and the continued competition between the NEA and the AFT. Given the strength of these forces external to local school districts, it is unlikely that local teachers will have an opportunity or incentive, before their initial experiences with bargaining, to develop a realistic view of the negotiation process, and unlikely that the leadership of local organizations will have a chance to develop skills in negotiations and in the management of rank and file expectations.

While it was the nature and level of teacher expectations which gave rise to impasses, it was the nature of the boards of educations' views of the meaning of collective bargaining which determined the form taken by conflict. Where a board had committed itself to collective bargaining, the impasse centered on economic issues. Where a board of education had not accepted collective bargaining, economic conflict was translated into conflict over control of the system and its long run as well as short run goals.

An interesting contemporary parallel to these institutionally-based impasses appears to exist in the federal service under Executive Order 10988. Wilson Hart, in reviewing the experience under the Order, has detected what he terms an "impasse over impasses."[22] He defines this phenomenon as a basic disagreement between employee organizations and management as to the need for and meaning of collective bargaining.

It is hard to predict the future incidence of control or institutionally-based adversary incentives among the nation's school boards. Increasing public acceptance of collective negotiations may reduce the incidence of such adversary incentives, by creating a presumption of inevitability on the part of boards of education. On the other hand, as we have noted, negative experiences with negotiations, and the attempt by teacher organizations to expand the scope of bargainable subject matter may eliminate the basis for a compromise-oriented view of negotiations and foster an institutionally-based approach to the bargaining relationship.

The Impasse Resolution Process

As discussed previously, three types of power, empirical or "rational," political, and economic, are available to teacher organizations and boards of education to resolve impasses. The resolution of the impasses in the districts studied was accomplished by applying political and/or economic power. The private use of reason and persuasion did not, in and of itself, provide the basis for the short run settlement of impasse issues.

The major reason why purely rational forces did not provide a basis for resolving conflict was the nature of the conflict underlying the impasses. Any settlement of the impasse issues inevitably had implications for the internal allocation of fixed resources and thereby for other basic policy decisions. These implications limited the willingness of boards to accept any recommendations which were based first and foremost on consideration of only the specific issues in dispute. A comparable limitation existed on the teacher organization side of the relationships in that any settlement affected the distribution of benefits within the teaching staff and for the organization membership as a whole. A "private," purely rational, voluntary approach to conflict resolution can be expected to work when sufficient resources exist to permit each side to realize its major priorities for the use of funds. This situation has been approached in District 6 subsequent to the initial impasse, with the result that negotiations have been almost free of conflict.

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[22] Wilson Hart, "The Impasse in Labor Relations in the Federal Civil Service," Industrial and Labor Relations Review, 19, 2(January, 1966), 175-189.

The fact that in all the districts the community was involved in dispute settlement indicates that, in the context of economic or control conflict, impasse resolution in public education is likely to be a trilateral process.

In the sample of districts studied, teachers used two approaches to the exercise of political power. The first was direct attempts by the teachers to persuade or induce the community to accept the teachers' position on the issues in dispute. The second was use of an impasse resolution procedure under which a third party was empowered to make formal public recommendations for settlement of the dispute. In either case, the teachers' power depended on their ability to convince the community either directly or through the third party to put political pressure on the board to change its stand. The board's prime counterweapon was to exercise rational power against the teachers and the community. It could also exercise power by refusing to acknowledge political pressure from the community and by exercising its legal right to make a final, unilateral decision.

Two approaches were also used by teachers in the exercise of economic power. The first was a short-run workstoppage or threat thereof. The second was action designed to inhibit the board's ability to recruit or retain teachers in the long run through a form of "professional sanctions." The primary counterweapon of a board of education to such action is its legal right to make a unilateral decision and "take a strike." The board also enjoys the right to take legal action against a teacher organization or individual teachers who participate in a strike, but this right proved to be severely limited by political forces.

The experience in the districts indicates that political power was not effective in forcing an institutionally or "control" motivated board of education to compromise and seek accommodation with teachers. In all such cases, the boards of education rejected the public recommendations of a third party for settlement of the dispute. In part, this reflected the low level of community sympathy in these districts for the claim of teachers that the school system should have more resources. In part, it also reflected the boards' resistance to whatever community pressure did appear. The nature of the boards' adversary incentives appears to have enabled them to screen out or ignore the political effects of the exercise of power by teachers against the community.

Public disclosure of the recommendations of a third party, or threat thereof, proved no more effective in forcing teacher organizations to compromise than it did in forcing institutionally-motivated boards of education to seek accommodation. In every case in which an impartial third party made recommendations for settlement of a dispute, those institutionally-motivated disputants who had an incentive to reject the recommendations either rejected or failed to accept the recommendations, or qualified their acceptance of them. The public pressure generated by public disclosure was simply too diffuse to have a meaningful short run impact on the aspirations or expectations of teachers.

Both political and economic power did prove effective, though, in forcing boards of education with economic adversary incentives to compromise. Where political power was used, compromise took the form of partial or total acceptance of the recommendations of the third party. Where economic power was used, compromise took the form of capitulation to teachers' demands. An economic adversary incentive based on a set of priorities regarding the allocation of resources within the system does not appear to be strong enough to permit a board of education to resist political pressures. The board has no real basis for resisting such pressures as long as it views itself as representative of the community rather than as a distinct center of power as is the case where a board sees itself as party to conflict over control. This "representative" view of its role, coupled with acceptance of collective bargaining, clearly undermines the ability of a board of education to "take a strike" or to ignore political pressures from the community based on other short run considerations.

Teacher organizations were susceptible to economic power exercised by boards of education through unilateral decisions, particularly in small districts and in districts in which recruiting and retention have not been major problems. The experience in Districts 2 and 7, however, indicates that effective unilateral action by a board of education is not limited to small, rurally-based communities.

These findings, in conjunction with the predicted prevalence of high expectations on the teacher side of bargaining relationships and the possible prevalence of institutional or "control" motivation on the board side of relationships, have some definite implications for impasse resolution experience in the near future. Of particular interest are the following possibilities:

1) a poor record of effectiveness for formal impasse resolution procedures which involve a rational determination of the balance of equity in disputes, where effectiveness is measured by the extent to which the recommendations of the third party are accepted or provide the basis for settlement of the dispute;
2) increasing pressure for changes in existing impasse resolution mechanisms in the direction of either legalizing the strike or developing stricter and, hopefully, more effective sanctions against unilateral action by either party;
3) increasing turmoil in local school districts as indicated by the level of strike activity.

Institutionally-motivated disputants are usually not interested in a rational determination of the balance of equity in a dispute unless such a determination agrees with their position. Parties with economic adversary incentives (those interested in accommodating conflicting allocation priorities, etc.) may be only slightly more sensitive to the facts in a dispute. Only where an impasse is based on empirical questions alone can such a determination be expected to contribute significantly to the settlement of a dispute. Given the projected prevalence of institutional and economic incentives in disputes in public education in the near future, one may expect a fairly high rate of rejection of third party recommendations for settlement of disputes.

This type of experience could generate strong pressures to abandon rationally-based impasse resolution procedures which rely only on private persuasion or public disclosure. This pressure could take either of two forms. First, third parties may be asked to function as mediators, rather than fact-finders, in order to produce acceptable recommendations. This is essentially what has happened in New York City. Second, pressure may arise to adopt either a completely rational or completely economic approach to impasse resolution. The former reaction was the basis for the suggestion by the leaders of the teacher organizations in Districts 2, 7 and 8 that compulsory binding arbitration be adopted. The latter reaction is implicit in the NEA's recent formal condonation of the strike weapon.

Finally, the nature of the adversary incentives expected to prevail on both sides of collective bargaining relationships in local school districts in the near future implies that unilateral action also may be prevalent, particularly in the absence of conclusive restraints precluding such action.

Implications for Conduct of Bargaining and for Public Policy Alternatives

Implications of the findings of this impasse study for 1) desirable or "optimum" conduct of negotiations at the local level in the schools, and for 2) public policy regarding resolution of impasses are discussed in Volumes II and IV of this research report.

Identification #__________

THE UNIVERSITY OF CHICAGO
STUDY ON COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS
1225 East 60th Street
Chicago, Illinois 60637

I. In response to an earlier questionnaire it was indicated that an impasse, defined as an instance of persistent disagreement between the teacher organization and the board or administration on an issue which could not be resolved through the normal or routine negotiation process, had occurred in your district.

A. When did this impasse occur? (If more than one has occurred give date of most recent)

19 ____ - 19 ____ School Year

B. What was the major issue (or issues) in this case?

1. ____
2. ____
3. ____

C. Did the teacher organization threaten or carry out a strike, sanction, or other form of direct action (e.g., refuse to conduct extra-curricular activities, picketing, etc.) in connection with the dispute?

☐ Threat of direct action

☐ Direct action

D. How was the impasse dealt with procedurally?

☐ Through some special effort at the local level without recourse to the assistance of any outside party (please indicate briefly the nature of this special effort):

____

☐ Through the use of an individual not employed in the district or serving on the board (please indicate the occupation, affiliation, or other special qualifications of this individual):

____

☐ Other (please explain briefly): ____________________

____

E. How long had negotiations been going on prior to the adoption of some special procedure?

____

F. Did either party publicize its negotiating position on the impasse issue (or issues)?

Yes	No	
☐	☐	Board or administration?
☐	☐	Teacher organization?

G. What was the final outcome of the impasse with respect to the major issues involved?

☐ Essential acceptance of the teacher organization's position?
☐ Compromise, but favoring the teachers?
☐ Compromise?
☐ Compromise, but favoring the Board?
☐ Essential acceptance of the Board's position?

H. What were the fiscal implications of this settlement, if any?

☐ Additional funds had to be secured in the school year in which the settlement took effect from:

- ☐ Increased tax rate
- ☐ City government
- ☐ State government
- ☐ Federal government

☐ Additional funds had to be requested earlier in the future than would have been the case in the absence of this settlement.

☐ Funds were shifted within the educational budget:

From: ______________________

To: ______________________

☐ Other (please explain briefly): ______________________

____

I. If issues were essentially non-fiscal, please indicate briefly the nature of the settlement:

____

____

J. Did the impasse affect the nature or timing of other board decisions not directly associated with the issues in dispute? If Yes, please indicate briefly the decisions so affected:

____

____

K. Did any of the issues in this impasse receive further attention after final action through:

Yes	No	
☐	☐	Court action?
☐	☐	Political activity?
☐	☐	Subsequent negotiations?
☐	☐	Other (please specify): ______________________

L. Do you feel that the way in which this impasse was resolved was satisfactory to:

☐ The Board? ☐ The Teacher Organization?

☐ The Administration? ☐ The Community?

If not satisfactory to all these parties, what changes do you feel the dissatisfied parties would like to make?

____

____

M. Do you feel that this impasse and the way in which it was handled had any significant effect on the attitudes of the parties or on the relationship between them? If Yes, please explain briefly:

____

____

II. If the assistance of a third party was used in the resolution of this impasse, please answer the following questions:

A. On what basis did the third party enter the dispute?

☐ Under procedures established by state law.

☐ Under formal (written) policy of the school district.

☐ At the request or suggestion of a representative of city or state government.

☐ By invitation of the teacher organization and/or the board of education.

B. What was the role played by this third party?

☐ As a consultant (i.e., provided facts for both parties)?

☐ As a mediator (i.e., encouraged both sides to relent in order to resolve the dispute)?

☐ As a member of an advisory commission which included representatives of both parties and made recommendations for the settlement of the dispute?

☐ As an individual who conducted an investigation of the situation and made recommendations for the settlement of the dispute?

☐ Other (please explain briefly): ______________________________

C. If the third party was involved in making recommendations for the settlement of the dispute, please answer the following questions:

1. Did the recommendations call for:

☐ A compromise between the positions of the parties?

☐ Essential acceptance of the board's position?

☐ Essential acceptance of the teacher organization's position?

2. Were these recommendations made public? ________________

3. Were these recommendations to be made public if not accepted as a basis for settlement of the dispute? ________________

4. Were the recommendations accepted:

   ☐ by the board?

   ☐ by the teacher organization?

D. If there were dollar costs associated with the use of the third party, who carried the burden of this expense? ________________

III. If, over the past 10 years, more than one case of impasse has occurred, please answer the following questions:

A. For each case of impasse, other than the most recent, please provide the information requested below:

Year Impasse Occurred	Number of Issues	Major Issue
________	_____	________________
________	_____	________________
________	_____	________________
________	_____	________________

B. Have all the impasses been dealt with in the same manner procedurally? ________

If not, what major changes have been made in the method of dealing with such impasses?

☐ Increasing involvement of outside parties.

☐ Development of more formal procedures.

☐ Change in the role of outside parties.

☐ Change in negotiation procedures.

☐ Other (please explain): ________________

PLEASE DO NOT HESITATE TO ATTACH ANY ADDITIONAL COMMENTS YOU FEEL MIGHT BE HELPFUL TO US. THANK YOU FOR YOUR COOPERATION!

APPENDIX B (1)

THE UNIVERSITY OF CHICAGO
STUDY ON COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS
1225 EAST SIXTIETH STREET
CHICAGO, ILLINOIS 60637

1. In what year was the provision for the use of outside parties in case of persistent disagreement between the teacher organization and the school board first adopted?

____

2. Who initially suggested this provision be included in formal district policy?

____ The superintendent?
____ The board of education?
____ The teacher organization?
____ Other (specify) ____

3. Was there any significant opposition to the inclusion of this provision from any of the other parties involved? ______________________

If Yes, from whom? ____

____

4. Was there any single event such as a particularly difficult set of negotiations in the past which you feel prompted the proposal and/or adoption of this provision?

____

If so, what was that event? ____

____

____

5. Has this provision been invoked as part of the relationship between the teacher organization and the board of education? ________________________________

If so, when? _________________________

Over what issue(s)? ____

____

If not, has the teacher organization ever indicated its willingness or intent to use the impasse resolution mechanism with respect to a particular issue if agreement could not be reached? _____________________

If so, what was the issue(s)? ____

____

____